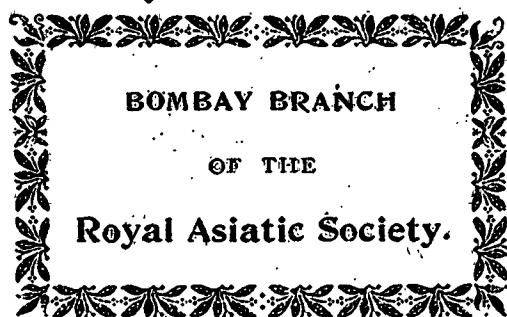




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THE
TRIAL
OF
POONEA KHOTY
MOODELIER

(Head native manager

OF THE

797301

COMMISSARIATE

IN THE

DEKHAN;

UNDER THE CONTROL OF

LIEUTENANT COLONEL HARRIS),

FOR UTTERING AND PUBLISHING

A FALSE, FORGED AND COUNTERFEITED RECEIPT;

BEFORE THE HONORABLE THE COURT OF THE

RECORDER OF BOMBAY,

1815 & 1816.

BOMBAY: PRINTED BY JOS. FRAN. DE JESUS,

NO. 1, CHURCH GATE STREET.

1820.


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ON the 24th of october 1815 Pooneakhoty Moodelier, head native manager of the commissariat in the Decan, under the control of Lieutenant Colonel Harris, was committed for trial by Richard Thomas Goodwin and William Erskine Esquires, two of his Majesty's justices of the peace for the town and island of Bombay, on a charge of forging and uttering various acquittances and receipts for money. On the 25th Mr. Woodhouse moved the Honorable the Court of the Recorder for a habeas corpus, and Pooneakhoty Moodelier was brought before the court on the 26th.

Mr. Woodhouse and Mr. Stavely for the prisoner, contended that the court was bound to deliver him to bail ; first, because the offence for which he was committed was not felony, and secondly, because the prisoner was not subject to the jurisdiction of the court.

In support of the first objection, it was assumed as a principle, that as the law of England was introduced into India by the charter of George the

the first in 1726, and the court sits at present under the charter of George the third in 1798, none of the intermediate statutes extend to India, except those in which India was specially included, and as the 2. Geo. II. C. 25. and the subsequent statutes, enlarging and explaining that statute, were all passed in the intermediate time between the two charters of Geo. I. and Geo. III. and do not specially include India; they do not apply to the offence for which the prisoner stands committed. That forgery is only a misdemeanour at common law. That the statute of the 53. G. III. c. 155. does not alter the nature of the offence at common law, though it punishes it with transportation; that the statute would be nugatory if the offence be considered felony, for that the court already possessed the power of transportation in felonies; and that as the offence is not declared, in express words, to be a felony in the only statute that applies to forgery in India, the prisoner is, of right, entitled to bail.

With respect to the second objection, it was argued, that the prisoner is a native of Arcot, that he is, therefore, a subject of the Nabob of Arcot and not of his Majesty. That though he was employed in the commissariate in the Decan, he was not a servant of the Company. That he was the private servant of Colonel Harris, and tho' he  
had

had charge of all the stores, that Colonel Harris alone was responsible for them. That the crime had been greatly magnified, and that the present proceedings seemed to revive the case of Nuncomar. That admitting the whole statement of De Souza to be true, it amounted to nothing more than a private fraud, not committed within the local jurisdiction of the court, nor by one personally subject to the jurisdiction, and that therefore the prisoner is, of right, entitled to be enlarged, even without bail.

The Recorder complained, that there was not sufficient certainty in the form of the commitment, and Mr. Goodwin, one of the justices, stated to the court, that in framing the warrant as they had done, it was the intention of the justices to leave the questions of jurisdiction and of felony both open to the decision of the court on the present application.

To these arguments, the Advocate General replied, that every charter of justice carries with it the law as it stands, at the time of granting the charter, unless specially restrained; as is the case in civil causes, which are not tried by juries in India; and with the exception of a few other local restraints, which arise out of the nature and language of the statutes, whereby they are exclusively applicable to England,

To

To contend that where there are several charters the last charter does not carry out the intermediate general statutes, with the exceptions already stated, would be to assume an arbitrary principle for which there is no authority in any of the great writers on law, and which would involve a palpable absurdity ; for if the last charter did not carry with it the general statutes, neither could the first, as they both were governed by the same principle, they both carried with them the law, and there were no express words in either charter to draw a distinction between the common law and the statutes, or between one statute and another. That the legislature, after a great lapse of time, during which the law had undergone much improvement, or at least alteration, could never have meant to send out a charter stripped of all the intermediate statutes, when with a single stroke of the pen so obvious a defect could have been remedied. That no less than seven charters of justice have been sent out to India since the year 1726, and that at all events the legal subtlety, now under consideration, was generally known, and in all probability laughed at in England, before the last charter of justice was sent out to Madras in 1801. That as no notice has been taken in that, nor in any of the preceding charters, of the intermediate statutes, it is to be presumed, the  
wisdom

Wisdom of the legislature rejected the distinction now attempted to be taken, while it is certain that the courts in India have, in a variety of cases, acted on intermediate statutes equally subject to the objection as those now under consideration.

An allusion has been made, said the Advocate General, to the case of Nuncomar. I certainly did not mean to cite that case in support of any principle of justice, but it was rather the abuse of the law, by applying it to a crime committed before the introduction of the charter of 1773 into Bengal, and the unrelenting severity with which the sentence was carried into execution, which drew down such general indignation; than the principle now advanced, that forgery is not a felony within the pale of British jurisdiction in India. There is at present in the custody of this court a Hindu purvœ, found guilty by a jury on a capital indictment, for forging policies of insurance for the purpose of defrauding his master of the premium. The case was tried before Sir John Newbolt and was sent home in the year 1812. The statute has since passed that has mitigated the punishment, and I am heartily glad that it is mitigated, but I cannot concede, that changing the punishment of death into transportation, necessarily changes a felony into a misdemeanor.

It is true, that the statute of 53. G. III. c. 155.  
does,

does not describe the offence as a felony, though it punishes it with transportation, and for that very reason, as it does not describe the offence, it leaves it exactly as it stood before the passing of the statute. The question, then, returns to its old footing. Do the statutes of Geo. 2. extend to India or not? I cannot but admit, that the preamble of the enactment 53. G. III. c. 135, sec. 114. draws a marked line of distinction between the designation of crimes originally comprehended in the same statute; viz. 2. Geo. II. c. 25. stealing choses in action being expressly made felony, and forgery and coining left without any such specification. But I cannot suppose, that the legislature meant to denominate the same criminal act, for which an Englishman has uniformly been punished with death in England, a misdemeanor in India, even when committed by an Englishman; and this must be the conclusion, if the offence be only a misdemeanor here; the word person, in the statute of the 53 of the King, including British as well as Indian subjects.

The construction which I should rather put on that statute is, that, deeming the punishment of death too severe on the scale of Indian morality, particularly as applied to the natives, the legislature mitigated the punishment of death into transportation and by the use of the word "person" in  
the

the enactment, necessarily, extended the mitigation of the punishment to British as well as Native subjects, leaving it a felony as it had been made by former statutes, and applying to it a punishment, which, tho' of comparatively recent introduction in the history of English law, has not, that I am aware of, been ever used in any case short of felony, perjury alone excepted.

The 39th and 40th of the King already gave the court the power of commuting death into transportation; and it has been argued, that the present enactment is nugatory, if the crime be felonious, as the court before possessed the power, generally, which the statute of the 53d. of the King gives them in this particular instance. To this it may be answered, that the former statute gave the court a discretionary power between death and transportation in all cases of felony without benefit of clergy, which discretionary power is here taken away. The punishment is, at once, mitigated by the statute into transportation in all cases of forgery, and no longer depends on the mercy or discretion of the court, except as to the period of the exile.

But whatever be the legal character and title of this offence, whether it be a felony or a misdemeanor, from the depositions it appears, that for a length of time, a system of fraud has been carried

tied on in the commissariate entrusted to the care  
 of lieutenant colonel Harris; that the prisoner  
 has been the principal agent of those frauds; that  
 there has been an agreement regularly drawn up  
 between him and a man of the name of Traven-  
 gadain (a person specially interdicted, by the com-  
 mands of government, after colonel Harris's trial in  
 the year 1809, from any employment, contract, or  
 concern whatsoever in the commissariate) to di-  
 vide the profits so fraudulently made; and that a  
 large portion of these fraudulent profits arose  
 from forging the receipts and vouchers to the  
 monthly contingent bills of the assistant commis-  
 sary general. That Pooneakhooty is the head na-  
 tive manager of the commissariate in the Decan;  
 that he is styled so by the officer commanding the  
 Poonah subsidiary force, to which that branch of  
 the commissariate is attached; and that Poonea-  
 khooty has forged those receipts and vouchers on  
 which the contingent bills of the assistant com-  
 missary general have been paid.

Here, then, is an enormous offence. I use the  
 very language of the legislature. Forgery is ex-  
 pressly called an enormous offence in the 2. G. II.  
 c. 25. and an enormous offence, whether felony or  
 misdemeanor, is not bailable. I know that it is said,  
 broadly, and perhaps I may venture to say, loosely  
 in the books, that the court is bound to bail in  
 all

all cases short of felony; but in the statute of Westminster the first "*Aperte malvete*" which has been translated "*manifest offences*" has been excepted from bail, and Hawkins B. 2. c. 15. sec. 45. says "this expression seems to be understood, of inferior crimes of an enormous nature under the degree of felony"; and this court has once before refused bail, in a case under felony, on the authority of that statute.

In a case like the present, where all the avenues to truth are shut up by the persons connected with these disgraceful depredations, where the forgery on which the prisoner stands committed, is only part of a regular organized system of fraud, in which it appears, not only that the profits were enormous, but that they were known to, and connived at, by the persons who were bound, both by their honor and their oaths to prevent them; I feel myself justified in opposing the present motion to deliver the prisoner to bail, by every argument and every effort, that my duty to Government can command or justify. The court will exercise its own discretion. But I put it most seriously to their consideration, whether, in a case where the punishment is transportation, they will be justifiable in taking any other security than the imprisonment of the person.

As to the informality in the warrant of commitment

mitment, it is nothing. The depositions are now before the court; and the court is bound to rectify the mistake of the magistrates and recommit the prisoner, if the offence be not bailable. Justices of the peace are not expected to be special pleaders, nor does a commitment require all the technical precision of an indictment.

In the present instance, perhaps, it would not have been altogether so decorous, that I should have had any thing to do with drawing up the warrant of commitment. The justices acted on their own responsibility, and they would not have been fit for their situation, had they done otherwise. I knew not what was the form of the commitment, until I saw it in the return to the habeas corpus; nor what were the reasons of the justices for drawing such a warrant, until I heard them from Mr. Goodwin now in court. I do not mean to rest the jurisdiction of the magistrates and the court, solely, on the prisoner's being his Majesty's subject and a servant of the Company, to both of which cases I think, however, that the 33. Geo. III. c. 52. sec. 67. might be very fairly applied. For the present, I shall ground the jurisdiction of the court on the forged vouchers having been uttered in Bombay; and when the time comes, I shall be ready to meet all the objections of my learned friends, as to the responsibility of the prisoner to  
this

this tribunal; but surely I am not called on to prove the case for the crown, now, as if it was before a petty jury. The depositions contain evidence of enormous offences committed, both in and out of Bombay, by a servant of the Company, who tho' born in Arcot, is a subject of his Majesty, and I oppose his being delivered to bail on either of the principles assumed by my learned friends.

The Recorder, in giving judgement, said there were many contradictory decisions in the courts of England, respecting the extension of the laws of England in general; and many contradictory decisions in India, respecting the extension of the laws of England to India; but that Nuncomar's was the only case in which any person had been executed in this country on the statutes of forgery, and that it was a disgrace to the government that prosecuted, and to the court that condemned him. That the case, cited by the Advocate General, of a person indicted capitally on the statutes of forgery in this court, was at present before the King in council and; therefore, could not be considered as authority. That in Madras, during the occurrences that agitated the public mind under the administration of Sir George Barlow, several indictments had been found in forgery as well for a capital offence as a misdemeanor, and that the  
Counsel

Counsel for the prosecution had moved to quash all the capital indictments, and proceeded only on the misdemeanors. That the statute of the 53. Geo. III. c. 155. puts an end to all doubt on the subject, and that forgery, under that statute, is only a misdemeanor and not a felony. That, as to the arguments of the Advocate General, drawn from the enormity of the offence, the facility of fabricating evidence, and the danger of letting loose the prisoner among the creatures of his own fraud, who would be ready to swear as they were instructed, the only thing this court has to look to, is the safe custody of the person accused; and that in India, the influence of the British government is so widely diffused, that there is actually no country to which a prisoner could escape, without the certainty of being retaken, and finally, that as the prisoner was brought up before him, on a charge of forgery, which was only a misdemeanor, he was, of right, entitled to bail.

The prisoner was then directed to enter into a recognizance, to appear at the next sessions, himself in Rupees 10,000 and two sureties in Rupees 5,000 each; after which he was discharged.

At the next following sessions of oyer and terminer and general goal delivery for the town and island of Bombay on the 19th of January 1816, the Grand Jury returned a true bill against Poonahhoty

neakhoty Moodelier, for uttering a forged acquittance and receipt for money in Bombay:

The Advocate General then moved that Pooneakhoty should be called into court, and committed to the custody of the Marshal. The Recorder enquired if the Advocate General had any other business for the Grand Jury. The Advocate General replied, that there was another bill for an offence of the same kind ready. That, in short, there were six and twenty distinct forgeries in this single branch of the commissariate, on each of which he might present a separate bill to the Grand Jury. But that it was not his intention to overload the records of the court, or take up the time of the Jury unnecessarily; and as the chain of evidence, which he meant to use in one case, would apply to all, he should only present another bill for the present, and govern himself hereafter by the circumstances that might occur during the prosecution. The Recorder said, the Advocate General would exercise his own discretion as to the bills he meant to present, but that the Grand Jury must not be detained, and that the bill which was ready must go before them immediately. The bill was accordingly presented, and the Grand Jury retired. Pooneakhoty Moodelier then appearing in person in court Mr. Woodhouse and Mr. Staveland moved that he should

should be discharged from his first recognizance and admitted to fresh bail on the indictment. The Recorder expressed a doubt whether after the finding of the bill, the defendant could be admitted to bail. The advocate General said he was ready to argue the case again ; that this was more than a misdemeanor, that it was a felony the punishment of which was mitigated into transportation by a recent statute, but that in deference to the court who had already pronounced their opinion, he would not press that point unless it were required. In the mean time the Grand Jury returned into court with another true bill against Pooneakhoty Moodelier for uttering another forged acquittance and receipt for money, and there being then no further business before the court to go to the Grand Jury they were discharged.

The Recorder then said he did not see any bad effect that could arise from the defendant being at large during his trial. That sufficient bail must certainly be given ; and on the Advocate General saying he would not oppose the motion any longer, tho' at the same time he did not think he could have been justified in consenting to it sub silentio, the first recognizance was discharged, and the prisoner was admitted to bail on the indictments, himself in Rupees 50,000 and two sureties

sureties in Rupees 25,000 each.

Mr. Woodhouse then moved for a copy of the indictment, which motion was granted without opposition; and on the 22d January a special plea to the jurisdiction of the court was filed, to which the Advocate General demurred instantly. Some discussion took place whether the Advocate General was entitled to demur ex-officio, or whether the demurrer was not to be drawn up in the name of the clerk of the crown. The Advocate General saying that he did mean to contend for a feather, or to arrogate to himself any power that was not expressly given him by the statute; drew up the demurrer in the name of the clerk of the crown, and the pleadings then stood as follows.

## I N D I C T M E N T.

IN THE HONORABLE THE COURT OF THE RE-  
CORDER OF BOMBAY.

C R O W N S I D E.

BOMBAY TO WIT; The jurors for our sovereign Lord the King upon their oath present, that Pooneakhoty Moodelier late of Bombay, Hindu inhabitant and labourer, on the twenty fifth day of november in the fifty fifth year

year of the reign of our sovereign Lord George the third, by the grace of God of the United Kingdom of Great Britain and Ireland King, defender of the faith, with force and arms, at Bombay aforesaid, within the jurisdiction aforesaid, a certain false forged and counterfeited acquittance or receipt for money, to wit for the sum of five hundred and sixty five Rupees, fraudulently and deceitfully did utter and publish as true; which said false forged and counterfeited acquittance and receipt is in the words letters and figures following, that is to say.

*Major T. C. HARRIS Assistant Commissary General—Dr.*

|                                               |     |     |     |                        |          |
|-----------------------------------------------|-----|-----|-----|------------------------|----------|
| To 3 Pieces of teak Timber 13½ feet long & 14 |     |     |     |                        |          |
| Inches Sqr. at 58 Rupees each                 |     |     |     | —                      | 174 0 00 |
| 3 Do.                                         | 14  | Do. | 13  | Do. at 55 Do. each     | 165 0 00 |
| 2 Do.                                         | Do. | 13½ | Do. | 12½ Do. at 50 Do. each | 100 0 00 |
| 3 Do.                                         | Do. | 13½ | Do. | 12 Do. at 42 Do. each  | 126 0 00 |
| Rupees                                        |     |     |     |                        | 565 0 00 |

*Camp at Serroor, 31st October 1814.*

*Errors Excepted & Contents received*

WASODEW.

परमिटेड

with intent to defraud the United Company of merchants of England trading to the East Indies; he, the said Pooneakhoty, at the time when he so uttered and published the said false forged and counterfeited acquittance and receipt, well knowing  
the

the same acquittance and receipt, so by him uttered and published, to be false forged and counterfeited, against the form of the statute in such case made and provided, and against the peace of our said Lord the King his crown and dignity.

*Plea to the jurisdiction of the Court.*

And the said Pooniakhoty Moodelier in his own proper person comes, and having heard the indictment aforesaid read, and protesting that he is not guilty of the premises charged in the said Indictment, saith, that he ought not to be compelled to answer to the said indictment, because, he saith that he is an alien born in foreign parts, out of the allegiance of our said Lord the King and out of the limits of the criminal jurisdiction of the court of the Recorder of Bombay, and within the allegiance of a foreign state, to wit, in the city of Arcot within the dominions and under the allegiance of the Nabob of Arcot, and that he is not a subject of our said Lord the King by naturalization, denization or otherwise; and the said Pooniakhoty Moodelier further saith that he the said Pooniakhoty Moodelier hath not at any time entered into or acknowledged fealty or allegiance to the United Company of merchants trading to the East Indies, nor is he, nor was he, at the time of the uttering and publishing the said acquittance

quittance and receipt above alledged, and pretended to have been uttered and published by him, a liege subject of our said Lord the King, or of the said United Company, or a person in any manner personally subject to the jurisdiction of the court of the Recorder of Bombay; and the said Pooniakhoty Moodelier further saith, that at the time when the said acquittance and receipt, above pretended and alledged to have been uttered and published by him the said Pooniakhoty Moodelier, is so pretended and alledged to have been uttered and published, he the said Pooniakhoty Moodelier was commorant, and resident, and domiciled, out of the dominions of our said Lord the King, and out of the local limits of the criminal jurisdiction of the court of the Recorder of Bombay, in that part of the peninsula of India called the Deckhan and not else where, to wit, at Serroor, within the dominions of the Peishwa, where the laws and customs of the realm of England are of no force or avail, and this he is ready to verify; wherefore the said Pooniakhoty Moodelier prays judgement of the said court if he shall be further put to answer to the indictment aforesaid.

O. WOODHOUSE,  
JAMES STAVELY,

D. MURRIS

## Demurres.

And William Ashburner Morgan, Esq. clerk of the crown of this honorable court who for our said sovereign Lord the King in this behalf prosecuteth, as to the said plea of him the said Pooniakhoty Moodelier by him above pleadèd as aforesaid, for our said sovereign Lord the King, saith that the said plea and the matter therein contained are not sufficient in law to preclude the court here from their jurisdiction to hear and determine the misdemeanor mentioned and specified in the said indictment and above charged upon him the said Pooniakhoty Moodelier in and by the said indictment. Wherefore for want of a proper and sufficient answer in this behalf, he prayeth judgement and that the said Pooniakhoty Moodelier may answer in court here to our said sovereign Lord the King touching and concerning the premises aforesaid.

## Joinder in demurres.

And the said Pooniakhoty Moodelier likewise.

The advocate general, in support of the demur-  
rer, said that, there was nothing in the plea, which  
might not have been comprised in the general  
issue. The plea now filed might be said to as-  
sume two different positions, first, that the de-  
fendant was an alien born, and as such not per-  
sonally

sonally subject to the jurisdiction of the court ; and secondly, that, when the crime was committed, he was not within the local limits of the jurisdiction ; so that in neither case did he come within the meaning of the statute, on which he was brought to trial.

There was no difficulty in admitting both these facts as stated in the plea, and yet supporting the indictment. The jurisdiction of the court, in the present case, is grounded on the locality of the crime, and not on the personal character of the culprit. It could not have escaped the sagacity of the counsel for the defendant, that on the evidence now in possession of the advocate general, he might have preferred a bill of indictment as well for forging, as for uttering the false voucher. But the crime of forging was complete in the Deckan, which is clearly beyond the local limits of the jurisdiction of the court ; and as, on the construction already put on the words of the statutes, the defendant, (being a native Indian,) is not liable to the jurisdiction of the court for any acts, but such as have been done within the local limits of that jurisdiction, it was thought expedient to avoid every objection that might be taken to the indictment on that ground ; and to indict the defendant on the uttering alone, which was clearly within the local limits. The crime  
indeed

indeed was inchoate at Seroor; but was not completed till the vouchers reached Bombay. It was in Bombay they were uttered, and the statute 53. G. III. c. 155. s. 115. gives jurisdiction to the court over all persons uttering forgeries in Bombay.

As to the second point, the culprit not being present in Bombay at the time of the uttering, that is clearly not necessary; and independent of the many cases which have settled this point, the statute itself bears no such construction. It would be a misapplication of the words, and would go the length of maintaining, that an Englishman at Seroor, uttering a forgery in Bombay, would not be indictable on this statute, because he was not present in Bombay, at the moment of uttering. If it apply to the native, it applies to the englishman; or else it would make nonsense of the statute. Whereas the rule of law is, that, if a statute can be construed consistently, even if there should be some inaccuracies of expression, it must be construed so as to make sense of the whole; no man is at liberty to turn a statute into nonsense on grammatical subtleties, if, in the ordinary acceptance of words, the statute can bear a rational construction. Penal statutes are certainly to be construed strictly, but there is a mighty difference between a strict construction of a statute, and

and a determination to pervert its meaning. And this part of the plea, which seems to assume, that the words of this statute "giving jurisdiction to the court on the locality of the crime, require the presence of the criminal within the limits of the local jurisdiction at the time of committing that crime," does not require any further argument.

In the *King against Brisac and Scott*. 4. East 164 the false vouchers were fabricated either at Lerwick in the isle of Shetland, or on the high seas, but they were sent by post to London; and that was held to be an uttering in Middlesex, tho' the utterers were either in Shetland, or on the high seas, at the time when the crime was committed. Again, a government storekeeper in Antigua, while there resident, transmitted false vouchers to London, for which he was indicted and convicted in 1793. Both these cases are cited in the *King and Johnson*. 6. East. 590, where a libel was held to be published in London, tho' written in Ireland, and transmitted by judge Johnson, the publisher, to London. The locality of the crime, therefore, being properly laid in the indictment, the plea to the jurisdiction cannot be sustained, and the general issue must be pleaded *instanter*.

Mr. Woodhouse contended, that, as the present question

question came before the court on a demurrer to the plea, the facts stated in the plea therefore must be taken as true. The plea in substance alleges the defendant to be an alien, born in one foreign territory and having his residence and domicil in another foreign territory. Admitting that the territories of the Nabob of Arcot have been transferred to the company or to the crown, since the birth of the defendant, still as an ante-natus, he can owe no allegiance to the latter sovereigns; not even a temporary one, neither his residence nor his domicil being in the transferred territory, where the offence was committed. The case as it stands on the indictment and plea, consists then of a charge of a criminal act, committed, constructively only, in Bombay, by a person, who, at the time of the commission, was not either within the local limits of the court's criminal jurisdiction, or personally subject to its jurisdiction. This is not a case within the provisions of 115th sec. of the 53. G. III. c. 155. For the arrangement of the members and clauses of this section seems to require the first and second clauses of the first member to be read in conjunction with the second member thus "That if *any person or persons within the local limits* of the criminal jurisdiction of the said courts, or *if any person personally subject* to the jurisdiction

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tion of any of the said courts, at any place in the East Indies or at any place between the Cape of Good Hope and the streights of Magellan, where the said company shall have a settlement, factory or other establishment, shall utter or publish as true or sell, offer, or dispose of, or put away *within the limits aforesaid*. From this mode of reading the act, it follows, that, not only the uttering must be within the local limits; but the offender also, unless personally subject, must be within the local limits. But supposing the words "within the local limits" to have no reference to the person, it would be contrary to the admitted principles on which justice is administered in the great common-wealth of civilized and independent states, to withdraw the subject of another country from the judicature of the state to which he belongs, and within the jurisdiction of whose tribunals the offence was committed, in order to render him amenable to our own tribunal. To hold, therefore, the present defendant amenable to this court and to drag him within its jurisdiction, is as much a deviation from the principles of law and justice, as it would be to send a foreigner to England for trial, who had committed an offence within the lines of the English camp, whilst our army was stationed within the territory of a foreign European power. Again, it would be unjust

just to hold a person guilty of a crime in acting contrary to laws to which he owes no obedience. The offence here charged, is an offence against a municipal law binding only on the subject, not an offence against that universal law of nature by which all persons are bound. The present indictment, therefore, is as ill founded, as if, for instance, a foreigner, who, whilst he resided abroad, had engaged in the illegal exportation of wool from England, should be indicted for that offence, in case he afterwards arrived in that country.

The Advocate General rose to reply, but was stopped by the court. The Recorder said the case was too clear to require further argument. The plea was only an argumentative general issue. The crime was laid in the indictment, to be an uttering in Bombay. The cases cited in support of the locality of the crime were not now to be questioned; nor would the defendant be deprived of any benefit he could derive from the nature of his present plea, as all the points contained in it might be given in evidence on the general issue. Without giving any opinion therefore as to the effect of such evidence, the demurrer must be allowed, and the general issue filed immediately.

It was then settled by consent that the trial should be held on Wednesday the 25th, to which day the court adjourned immediately.

ON WEDNESDAY THE 25TH JANUARY 1816.

THE COURT MET PURSUANT TO ADJOURNMENT,  
PRESENT

SIR ALEXANDER ANSTRUTHER, KNIGHT, RECORDER.

WILLIAM B. T. CROZIER Esq. MAYOR.

DAVID MALCOLM Esq. } ALDERMEN.

JOHN ROBERT REID Esq. }

The court being opened, and Pooneakhoty Moodelie  
appearing in person; the following jurors were sworn:

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Duncan Cameron,  
William West,  
William Parry,  
John Hayman,  
Charles Atkins,  
Henry Wooler,  
Thomas Boyce,  
John Mitchell,  
Robert Blackmore,  
Nadir Baxter,  
William Reel,  
John Boog.

The clerk of the crown charged the jury with  
the traverser, in the usual form, on the indictment.

The Advocate General then rose, and addressed  
the court and the jury as follows.

May it please your Lordship, and you gentlemen  
of the jury.

Having

Having cut thro' the flimsy web of legal subtilty, with which it has been attempted to cover the merits of this case by a plea to the jurisdiction; I come now to detail to you, a jury of Englishmen, chosen in the best spirit of our constitution to hear and determine between the government and the people, the circumstances which have led to this prosecution, and the evidence on which I mean to support it. I trust I shall not be misunderstood, as assuming any tone of triumph over my learned friends, when I contrast the situations in which we respectively stand. The pious frauds, which the friends of every man on his defence, may think themselves at liberty to adopt without a very severe examination, are by no means justifiable on the part of the prosecution. The zeal of men in such a situation is entitled to every indulgence, and there is an excuse for even their errors in the humanity of the principle, that may occasionally lead them astray. While I am placed beyond the reach of favor. The duties I have to discharge are harsh and ungracious. And it is incumbent on me to examine well the facts, the circumstances, and the law of the case, before I venture to impeach the meanest subject of the British crown. I am not entitled to any indulgence, nor do I expect it. I am the inexorable prosecutor for the public, whose duty it

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is to state the law and the facts as I find them, without any other considerations but the public good; and I call on you to mark with the strictest severity, any deviation from this plain and obvious line of duty. If I open any thing to you, that is not supported in evidence, you are to discharge it from all subsequent consideration, and if you find me have recourse to any subtilty in weaving the tissue of direct and circumstantial evidence, nay, if you do not find the parol testimony supported by the written in every material point, I do not ask you to coincide with me in the conclusion I have drawn from both. I have had ample time to weigh the case I am about to lay before you. I have proceeded with great caution, and I have but one object in view, which is to convey to you, the impression it has made on my mind, with simplicity and truth. Standing as I do alone, and without any person to divide with me the responsibility under which I bring forward the evidence in this case, I call on you to search me to the core, and if you find it tainted, either with prejudice or passion, to cover me with contempt. I state this in the hearing of those, who will know there has been no species of influence left untried to avert this prosecution. No promise, no threat, no kind of corruption has been left untried; and such is the nature of the case,

case, that if it depended solely on parol testimony, I should not consider myself justifiable in bringing it before you. It is the result of a very extraordinary discovery made by government under very extraordinary circumstances. A communication had been made by the resident at Poonah, in which a Portuguese clerk, of the name of Joseph De Souza, who had for a long time been head writer in the commissariate under col. Harris in the Decan, was accused by some natives (who could never afterwards be brought forward to support their first accusation) of a design to dethrone the present acknowledged representative of the Holkar family, and to place Bappoo Row Holkar, a child of eight or ten years of age on the musnud. In furtherance of this design, he was said to have confederated with the Pindarees, and invited them to make an attack on the British army, alluring them with the prospect of considerable plunder by intercepting the treasure sent up for the service of the army, and pointing out to them the facility with which they might blow up the park of artillery, hamstring the cattle, and in short, if not absolutely destroy, at least effectually cripple the force. Tho' Mr. Elphinstone in his communication to government, had pointed out the absurdity, and from thence inferred the improbability, of so preposterous a design, he yet deemed

deemed it of sufficient importance to apprise government of all that had come to his knowledge; and government immediately determined to make every possible enquiry. On this occasion I had the honor to be consulted; and not having the most distant knowledge of the condition or character of De Souza, or of any thing connected with the commissariate, I advised the Governor to issue a warrant under the 33. G. III. c. 52. s. 45. and 46. for the apprehension of De Souza. In consequence of this warrant under the hand and seal of the Governor, De Souza, who was then in Bombay, was apprehended, and being asked for his papers, gave them up without resistance.

On examination of these papers at the council board, there did appear two commissions, under the seal of Holkar, constituting De Souza an agent to negotiate with the British government; but the abject character of De Souza, and the absurdity of the alarming part of the accusation, were so instantaneously apparent, that, the attention of the council was but a very short time engaged on the subject. The necessary orders were given, to make further enquiry in camp among the natives who had first given information, and I believe, from that time to this, they have never been heard of.

But among the papers of De Souza, which then  
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lay on the council board, were discovered marks of a conspiracy of a very different kind. The secrets of the commissariate were unlocked; and the character of an officer of high rank was so distinctly implicated, that the government found it necessary to direct his suspension from office. As this officer however is not now before you, I do not consider myself at liberty to state any more, than the circumstance of his suspension, and throughout the whole detail I shall anxiously endeavour to avoid all mention of his name, save where it is so connected with the facts and circumstances of the case, that it cannot possibly be suppressed.

Among other things which were discovered during the examination of De Souza's papers, it appeared that a dispute had arisen between a person of the name of Trevengadam, and the defendant now before you; respecting the division of the profits made by the defendant in his "management," as it is aptly enough called, of the commissariate in the Decan. This Trevengadam was a person of notorious character, who had been specially interdicted by an order of government in the year 1809, from any further employment in the commissariate; and who contrived to evade that order by a partnership with Pooneakhoty. The dispute was rife in the camp, notwithstanding it

it never reached the ears of government. The treachery of our friends is generally well known to the world long before it reaches us ; and this melancholy truth was never more strongly evinced than on the present occasion. That dispute was settled by the mediation, or the influence of a person whom I shall not now name; but previous to the settlement, a bond for Rupees 10,000 had been given by Trevengadam to De Souza, to assist him in obtaining a fair division of the profits from Pooneakhoty. As head clerk on the establishment, De Souza was well acquainted with the charges made by Pooneakhoty in the public accounts; and Trevengadam was at no loss to find out the prices for which the supplies were made by the native merchants. This bond however was not paid, nor was the dispute as I have already said settled by De Souza; but this circumstance gave rise to a correspondence between De Souza and the officer to whom I have alluded, in which De Souza peremptorily demanded payment of the Rupees 10,000 under something very like a threat to expose the system of "management" under which the profits were made. It was not till after this demand, that the pantomime of placing young Holkar on the musnud was ever made a subject of serious enquiry, tho' all the acts of that momentous drama had taken place many months before; and

and were pretty generally known to the army, where the aspiring genius of De Souza was held in as much estimation as the honesty of his friend Pooneakhoty. Little did I think, when the information first reached me, that the pride, pomp, and circumstance of glorious war, were to dwindle down into the wretched intrigues of a clerk in the commissariate. Little did I expect to see the Lusitanian General with all his illustrious names, metamorphosed into one of those leige subjects of his majesty which have been so facetiously described by a fair traveller as "black men who eat pork and wear breeches." Such however was the oriental Buonaparte, who was to dethrone one Holkar and lead another to the musnud. Who at the head of his invincible Pindaries, was to blow up the artillery of a british army ; and to carry off the treasure chest before they could recover from their confusion. And such was the ridiculous importance attached to this well digested counter plot, that it was with all due solemnity communicated to Mr. Elphinstone. It might destroy De Souza. It certainly would frighten him; and it is an old maxim in political tactics, that the first blow is half the battle.

It is to this blundering policy therefore, that I attribute the whole of our discoveries ; and I have given you this little history of the plot, as the  
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most unexceptionable means of introducing to you the character of the witness who very reluctantly made those discoveries. He has been aspersed abroad by every child of corruption, as a voluntary informer ; while it is, and was notorious, that his papers were siezed under an accusation which might have affected his life ; and that it was among those papers the damning proofs were found, that the commissariate of the Decan was in the hands of an officer, who knew and who connived at every species of corruption.

Under the same date with the suspension of this officer, an order was issued, that all books, accounts, and papers, relating to the commissariate, or in any degree connected with it, such as books containing rough entries of purchases or sales, rough cash accounts, contracts, letters, and other transactions, should be sent down to the presidency. The papers also of Pooneakhoty in the native as well as the english language, were directed to be secured, and after having been properly attested, so as to be identified hereafter, to be transmitted to government.

On the manner in which this order was executed, I shall at present abstain from any remarks ; as every paper, I mean to lay before you, shall be distinctly proved by the hand writing, and brought home to the respective parties, whom it may affect,

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not by the custody from whence it came, but by the autography in which it is.

It was not till a considerable time after the seizure of the books and papers of the commissariate, that Pooneakhoty condescended to make his appearance in this presidency. That pampered slave, who stands now before you to cover, by the exposure of his own person, the still more vile and grovelling slaves that support him, was ushered into this presence with all the pomp and pageantry of war. Such was his importance, that the British army could not move without him. His knowledge of the resources of the Decan; the impossibility of any other person acquiring the same mysterious knowledge; the extraordinary difficulty there would be in laying out the Company's money, always paid in advance to the amount of from five to ten thousand pounds a month; the credit required in the purchase of supplies with ready money; and the absolute impossibility of purchasing supplies through any other agency than that of the trust-worthy Pooneakhoty—the bullock owner—the man whose very name was unknown to government in any other capacity than that of duffedar, or bullock owner—the man who was never heard of till he was charged with being one of the instruments of this enormous speculation; all this was urged,  
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with what decency and propriety, with what zeal for the service, and with what feeling of national honor, I shall not stop to examine. But Pooneakhoty was withheld from justice by this imaginary necessity; and when at last he did make his appearance, it was under the immediate wing of the commissary of the Decan. He was sent for by Mr. Goodwin, he refused to obey a summons, and he was arrested by a warrant grounded on the affidavit of De Souza. The examination was first commenced at my house; but I do not mean to use any thing discovered there against him, as he was not attended by his counsel. The depositions were taken at the police office before two magistrates in the presence of two counsel, two attornies, and all the curious, the idle, or the interested men of the world who chose to attend. The paper, which I now produce, and on which this prosecution is grounded, had been previously delivered to me by Mr. Goodwin, in whose custody all the books and papers of the commissariate had been originally placed; but, as we were employed on the forgeries in another branch of the department, the nature of this paper was not then explained. Subsequent examinations were taken; and I shall now enter into a minute detail not only of the system developed in this paper, but of the particular forgery now immediately before you. It

It appears that, some time previous to the commencement of this system, captain Whish, the officer in charge of the arsenal store department, had made an arrangement with colonel Harris to make his own supplies. That is, instead of barely indenting on colonel Harris, for the articles required for the arsenal stores, and receiving those articles from the commissariate; captain Whish was permitted to purchase the articles himself, and to send in the merchant's bills with the indents, receiving from the commissariate funds, the amount of the merchant's bills; instead of receiving from the commissariate stores, the articles specified in the indents. From these merchant's bills, a contingent bill for the arsenal stores was made out monthly, and vouched on oath by colonel Harris; who thus, not only swore to the truth of captain Whish's bills, but sent them in to government, as vouchers to this own. The whole system was in direct violation of the orders of government, which had been published for the regulation of the commissariate, and government was never made acquainted with introduction of such a system. It will be said, no doubt, that the system in itself was not improper, and that the public service derived benefit rather than injury, by transferring the purchase of the arsenal stores from the commissary to an Artillery officer, who

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was naturally better acquainted with the quality and price of the articles required in his own department, than an officer of the line could possibly be. The Jury is not at liberty to take any such reasoning into their consideration, even if it were founded in honesty, and supported by truth. But in what is it really founded, and to what has it led? Was the government ever apprized of the advantages to be derived from the change? Was their consent ever asked? No, it was cautiously concealed from them. And why should their orders be violated, and the violation be cautiously concealed, but for sinister purposes? Has not this concealed change of system led colonel Harris to swear, month after month, to the truth and honesty of bills, which are as false as fraud and forgery can make them? and has not the public been cheated of a considerable sum of money, by this innocent alteration of the orders of government into such as suit the convenience of the assistant commissary general? It was not to be expected that, such a change of system should be regarded with total indifference by the clerks and managers of the commissariate. These gentlemen have very acute eyes, and can distinguish their prey at an almost imperceptible distance. It was not to be missed when it was thus placed within their grasp. They too have their cant of utility and convenience, and they will

will tell you, that they were driven to these forgeries by the provoking circumstance of captain Whish furnishing the supplies at a cheaper rate than what had been previously charged by Pooneakhoty. For he, gentlemen, was the universal purveyor. He was the cash keeper, and purchaser, and storekeeper, and issuer of every species of supply in the department. The whole commissariat of the Decan was actually under his management. All the money, from fifty to one hundred and fifty thousand Rupees, a month, passed thro' his hands; and yet, wonderful to be told! his name never once appeared in any other character than as a bullock owner, till the examination of De Souza's papers at the council board developed, at once, the extent and variety of his employments in the commissariat, the enormous profits he derived from those employments, and the special reasons, which must have ever prevented colonel Harris from introducing so meritorious a servant to the notice of government.

As soon as Pooneakhoty perceived, that captain Whish charged at a lower rate for the articles he supplied, than he, Pooneakhoty, had formerly done, he thought it was but fair to return to the old prices, and altered the bills accordingly. When questioned by De Souza who perceived the alteration, he assigned as a reason, the necessity of  
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keeping up the old prices, lest government might make some enquiry into the causes of a change which was apparent on the face of the bills. De Souza insisted upon having a share of the plunder, and, after some hesitation, Pooneakhoty consented to give him a half. The overcharges amounted in all to something between seven and eight thousand Rupees. The articles, on which the over charges were made, are confined to paper and timber. In the bills where the items of paper appear, the prices are generally changed, from ten Rupees a ream to fifteen Rupees a ream by an alteration of the figures. The original bills sent in by captain Whish, being generally sent on to the presidency after the alterations I have mentioned; and the alterations being quite perceptible to the naked eye. The bills for timber were generally made out de novo; they were made out at increased prices, and sent on in the same manner. captain Whish will prove to you the change of system, and that he never charged the prices, to which his bills have been altered, in the two articles of paper and timber; and De Souza will unfold to you all the arcana of the forgeries; the manner he discovered them, and the use he made of that discovery.

The indictment now before you says, that Pooneakhoty uttered one of these forged merchant's bills

bills for arsenal stores with its receipt or acquittance for money, here, in Bombay, with intention to defraud the Company, he, Pooneakhoty, well knowing it was forged. There is not a word of the sentence I have just now uttered that is not material. It either constitutes the essence of the crime, or defines the jurisdiction of the court. You must be satisfied, that there was a knowledge of the forgery, and an intention to defraud, before you can pronounce that the uttering, the only fact of which he is accused in the indictment, is a crime; and you must be satisfied, that it was uttered in Bombay, or the crime, as far as Pooneakhoty is concerned, will be beyond the jurisdiction of the court. But, on each of these material points, the law has been distinctly settled, and there cannot be a doubt now in the mind of any fair and intelligent man. The case of the King against Brisac and Scott, 4th East's reports 164, settled the point of jurisdiction. There, the captain and purser of the Iris man of war, then lying at Brassa sound, planned and fabricated false vouchers to cheat the crown. These false vouchers were transmitted, some of them to the commissioners of the navy thro' the medium of the post, and others to a third person, in all probability thro' the same medium. The holder of one of these last vouchers, which was a bill of exchange,

received

received payment of it in Westminster, on the strength of the other vouchers transmitted to the commissioners of the navy. This was decided to be an uttering in Westminster, by all concerned in the conspiracy to defraud, and was held to be sufficient to sustain an indictment for a conspiracy laid in Middlesex; tho' every immediate act of the conspirators was done, either on the high seas at Brassa sound, or at Lerwick in the island of Shetland. Now to apply this case; the transmission of the merchant's bills to Bombay, was an uttering in Bombay, and the locality of the crime gives jurisdiction to the court. The words of the statute 53. Geo. III. c. 155, s. 115. are precise: "If any person shall utter &c. within the local limits of the criminal jurisdiction of the court"—Here is, not merely a constructive uttering within the local limits of the criminal jurisdiction of the court, but an absolute express uttering. It is the same as the case of judge Johnston, 6 East's reports, 583, who wrote the libel in Ireland, and sent it to London for publication. I was present in Westminster Hall when it was ruled to be a publication in London.

As to the other point, knowledge of the forgery that was uttered, and intention to defraud, that must be gathered from the circumstances of the case. I will give you the direct evidence of De Souza

Souza that Pooneakhotey agreed to divide the profits of the fraud, in this peculiar department of the commissariate, with him ; but as I introduce De Souza to you as a *particeps criminis*, I do not ask you to believe any thing he says, on his own bare, naked, unsupported affirmation. He is one, whom the law allows to be a competent witness, but, at the same time, the law leaves exclusively to you the degree of credit to which he is intitled. For my own part, I did not, from the beginning, give him the slightest degree of moral credit, till I found, after very minute and repeated examination, that every discovery he made was more or less supported by the public documents to which he referred. There is a natural prejudice against such testimony, and I do not wish to divest you of it entirely; but when I have followed this man thro' all the dark recesses he has laid open to me, when I trace him thro' the by-paths and indirect crooked ways of the Decan, and discover at every step such marks of fraud in the commissariate, I should betray the cause I am sent here to plead, did I not tell you, that what he says is entitled at least to your serious consideration. Remember that he is an unwilling witness. These are no voluntary discoveries on his part. It is owing solely to the blundering attempt to implicate him in a crime, which might have sealed his lips for ever, that go-

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vernment came to any knowledge of the gross abuses which have so long flourished in the commissariate of the Decan. Had not government been alarmed by the exaggerated statement of De Souza's intrigues with a few wretched adventurers, who impudently style themselves the sirdars of young Holkar, government would have never thought of examining De Souza's papers, and from his papers, in the first instance, and not from himself, I obtained all the leading information that directed my enquiries. On examining the public books and papers of the commissariate, together with those found in the possession of Pooneakhoty, there is nothing of importance stated by De Souza, which I do not find confirmed. And it only now remains to inform you why I selected the present subject for prosecution, out of the numerous frauds with which I have become acquainted.

After Pooneakhoty had been brought up into this court by habeas corpus in october last, and delivered over to bail, it was my first duty to lay before government the result of the examination taken before the Magistrates; and I took that opportunity of requiring some witnesses to be sent down from the Decan, that I might ascertain how far their testimony supported the information given by De Souza. On their arrival, one of the first discoveries, I made, was, that De Souza had  
written

written several letters to a person of the name of De Brito, who had been prevailed upon to give them up to colonel Harris. What the substance of these letters may have been, I cannot pretend to state with certainty. No doubt my learned friends will make the most of them on the defence. But as far as I understand, they were no more than a detail of the proceedings at the police office, and a recommendation to De Brito, and some other persons to avoid Mr. Grant, the attorney of Pooneakhoty, who set out for the Decan in the beginning of term for the avowed purpose of collecting evidence. I do not mean to justify De Souza, but what has he done after all, but what has been done on the other side. If my learned friends cannot produce something that goes the full length of a subornation to perjury, what will these intercepted letters avail them? On myself, however, the mere fact of carrying on a clandestine correspondence with witnesses, about their evidence, made such an impression, that I resolved to commence no prosecution whatsoever that was to be supported by the testimony of such men. And so late as the middle of december I communicated that resolution to government. The paper, to which I have already alluded, partly in the hand writing of Pooneakhoty, and partly in that of De Souza, had been delivered to me by Mr.

Goodwin,

Goodwin, and I produced it at the police office during the time the magistrates were employed in taking the depositions in october. I shewed it to Pooneakhoty, who admitted it to be his hand writing, and sarcastically referred me to De Souza for explanation. De Souza said he would explain it in my chambers, as it was not at all connected with the grain and provision departments, then the only subject of enquiry. I put the paper up, and pursued the investigation before us; and it was not till after I had apprized government in december, that I was dissatisfied with the evidence as it then stood, and should not advise a prosecution against colonel Harris, that I called on De Souza for his explanation of this paper. He told me that an explanation would commit himself, and begged the protection of government. I said he was under the protection of the law, that any discovery he made to me should not be used against himself; that so far, and no farther, the law extended her protection to him; and that he was not to suppose, he was making a bargain with government, or bying the pardon of one crime by the discovery of another. I then desired him to reflect for a while, and to act as his own reason prompted him. He paused a moment and then gave the information which I have already detailed.

I come now to the paper itself, and it demands your most serious attention. The upper part is in the handwriting of Pooneakhoty, and is entitled by him, "Memorandum of cash paid to capt. Whish." Then follows a list of payments from the month of July 1814, to the month of January 1815, inclusive. These payments correspond with the prices actually charged by captain Whish. Immediately below this list of payments are three columns of figures in the hand writing of De Souza. The first column contains the sums actually paid to captain Whish, and corresponds with the list in Pooneakhoty's hand writing: the second column contains the sums actually charged to government, and corresponds with the amount of the contingent bills for the respective months; and the third column contains the differences between the first and second columns, and is, in short, a list of the fraudulent profits made by the forgery of captain Whish's bills during that period. This last column is added up, and the sum total divided by two; and this, I will confess, led me to suppose, on my first examination of the paper at the police office, that it was a division of the profits between Pooneakhoty and a person of much higher rank than De Souza. De Souza, however, will inform you, that it was a settlement of accounts between him and Pooneakhoty.

khoty, and a division of the profit between themselves alone. I immediately compared the sums contained in the second column with the amount of the bills in the contingent bill book ; and found them correspond. I then directed a search among the commissariate papers which had been sent to me by Mr. Goodwin a short time before, about the latter end of november. I thought we might find amongst them some of the original bills sent in by captain Whish, or their duplicates. Colonel Lewis was present at this search. It was made by De Souza, assisted by my Purvoo ; and several of the original bills as well as duplicates were found ; and these corresponded with the payments made by Pooneakhoty to captain Whish as given in the paper under his own hand. I now was in possession of a train of evidence that did not rest upon the credit of De Souza, and I resolved to lay it before you. The pay master will prove to you that the forged bill for timber, mentioned in the indictment, with a receipt or acquittance for the amount charged therein, was transmitted to him thro' the usual official channel. He marked it, and will be able to identify it, as coming out of his office. The military auditor general will prove, that he audited and passed the contingent bill for arsenal stores to which the forged bill and receipt for timber is one of the vouchers. Captain Whish will

will prove, that he did not send in that bill, or make those charges. I shall produce the bill, he actually did send in, and captain Whish will identify it, and prove, that he received payment at the lower rate charged in that bill; and not at the rate charged in the forgery. Captain Whish's purvoo will prove the same. De Souza will prove to you, that he is a particeps criminis, and that he knew of the forgery, and divided the profits with Pooneakhoty. The paper in Pooneakhoty's hand writing speaks for itself, and I will prove it to be his hand writing by several witnesses. As Mr. Goodwin does not recollect having given me this particular paper, I mean this one in Pooneakhoty's hand writing, I shall be under the necessity of deposing as to that fact myself; tho' I consider it a matter of perfect indifference from whom the paper came to me. It is on the hand writing alone that I rely, when I bring it home to Pooneakhoty. There is another paper of considerable importance on which I have not yet touched. It is an account current between De Souza and Pooneakhoty, found on the first examination of De Souza's papers at the council board, and De Souza will prove to you that he gave the counterpart of the same paper to Pooneakhoty. Whether my learned friends will venture to produce the counterpart or not, it is not for me to determine. At present the existence of it must  
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rest on the credit of De Souza. In this account current, the jury will find entries of half the fraudulent profits of every month regularly debited to Pooneakhoty. And why? Because there is no credit among rogues. They cannot trust one another, and De Souza had the cunning, by borrowing at different times from Pooneakhoty, to keep himself always in debt to his worthy friend, the native commissary general. He thus secured the payment of his own share of the fraudulent profits. He contrived to have money always in his hands, and thereby he was enabled to pay himself, in spite of Pooneakhoty, if he had, at any time, dared to raise any objection. You will perceive large sums in the same account credited to Pooneakhoty, and these are the sums, of which De Souza possessed himself, to secure the payment of his share of this protracted spoliation. There are many other curious items, in this precious account, debited to Pooneakhoty, which will shew you the scrupulous care that was taken of the public money by the officer that was placed by government as a confidential watch over it. There is a debit of two and a half per cent on all the purchases made by Pooneakhoty. What honest agency of supply, or what fair contract with col. Harris could have enabled Pooneakhoty to give two and a half per cent on all his purchases to De Souza? That subject,

subject, I admit, is not now before you—but it forms a part of the system by which the public money has been delivered over to the rapacity of these two rivals in fraud and cunning. There are other items too of Rupees 750 per month for bullocks, to which De Souza had no other title upon earth but his knowledge of the mysteries of the bullock department. He knew that there was a profit to an enormous amount made by Pooneakhoty on his bullock contract. He knew how that profit was made, and he attempted to come in for a share of it, among the other plunder. Here, however, he was resisted by Pooneakhoty, and these items, after some hearty bickering between them, were disallowed. A new account was framed. A final balance struck, and a promissory note being given by De Souza to Pooneakhoty for that balance; these faithful servants of the public, these confidential friends of the commissary general, parted in peace. But De Souza knew too much, to be suffered to enjoy the *spolia opima* he had so honorably been permitted to carry from the field. I will not hurt thee, said the quaker to the poor dog who had purloined some trifle from the pious hypocrite, but I will give thee a bad name. The bad name followed De Souza, on the wings of the wind. But they went too far, or to reason on their own principles; they did not

not go far enough. The alarm was awkwardly managed; and government mistook that for treason, which turned out to be only forgery. But their retreat was now cut off. The papers of De Souza were siezed, and the whole pandemonium was displayed in its native character.

And here let me ask, what is there so peculiar in the depravity of De Souza, as to prevent me using him as an informer? From whom was I likely to get the best information? Was I to go to col. Harris? Was I to go to Pooneakhoty? or do you require to be told that the existence of the one depends upon the fidelity of the other? On the first examination of Pooneakhoty before the magistrate he did evince a decided intention to give me information. On the second, his lips were hermetically sealed. He came to discover—he was instantly instructed to complain. Not by Mr. Woodhouse. He is incapable, in the exercise of his honorable profession, of attempting to stifle evidence in a matter of such importance, merely because it was a state prosecution. But the lips of Pooneakhoty were sealed, and they have been kept sealed, and it is not very difficult to conjecture by whom. I was totally unacquainted with the arcana of the commissariate. I had no assistance; my valued and intelligent friend Mr. Stephenson had been obliged to go to Persia,

sia, in such a state of health as precluded any immediate prospect of his return; and I was obliged to wade thro' all that sink of iniquity, with no guide but the guilty and treacherous De Souza. What my labour, and what my anxiety has been, to extract truth from the surrounding mass of falsehood, no man can conceive, but he who has experienced it. I addressed myself to the religion of the man, whose morals were so corrupt, that I had no hold on him by the name or the divinity of virtue. I warned him of the consequences of deceiving me, here; and I held up to him the judgments of an offended God, hereafter. Of all the crimes of which human nature can be capable, there is none, I hold in such dread and abhorrence, as that of bearing false witness against our neighbour. I called for proofs every step I advanced; I took nothing on the credit of such a man as De Souza; but he supported, by written or circumstantial evidence, every direct discovery he made. The books, the papers in the commissariate, the documents in the public offices, all supported him. Was I to refuse all credit to a man, who, however guilty, gave me such unquestionable proofs of the truth of his discoveries, no matter what may have been the motive of making them; or was I not rather enjoined by christian charity to hold the gates of repentance open, and invite the child of sin and shame

shame to enter? Let him not be wantonly covered with crimes not his own. He is not a voluntary witness. He has been driven into the toils by the blundering malice of his enemies; and the secrets of his prison house have been discovered unexpectedly. But, above all, while he is thus loaded with execration, reflect, who he is, and by whom he has been educated. A clerk, at a salary of 200 rupees a month, spending, under the nose of his master, more than his master himself could honestly afford. What romantic virtue are you to look for in such a man? What are you to expect from such a master? The perquisites of De Souza in the commissariate were upwards of two thousand rupees a month. Yes gentlemen! I myself have made the calculation, and these accounts regularly framed and rendered between him and Pooneakhoty are my vouchers for the assertion. Let us not therefore exact virtues from this man which he never saw practised, nor aggravate vices of which he had the daily example before him. There is a beautiful passage in the last poem of Southey that has just reached me, very applicable to the feelings with which the motives, the character, and the conduct of such a man as De Souza ought to be examined. It is the speech of the spanish primate to his humiliated and penitent king,

—As thou goest among the infidels,

Pursued

Pursued the Primate, many thou wilt find  
 Fall'n from the faith ; by weakness some betray'd,  
 Some led astray by baser hope of gain,  
 And haply too by ill example led  
 Of those in whom they trusted. Yet have these  
 Their lonely hours, when sorrow, or the touch  
 Of sickness, and that awful power divine  
 Which hath it's dwelling in the heart of man,  
 Life of his soul, his monitor and judge,  
 Move them with silent impulse ; but they look  
 For help, and finding none to succour them,  
 The irrevocable moment passeth by.

But gentlemen I do not desire you to throw these sentiments carelessly into the scale in which you weigh the character of De Souza. In this court he is a suspicious witness, and he must be supported in every material step he takes. Do not on the other hand run into the absurdity that truth itself is not to be believed when it comes from his mouth. Satisfy yourselves that what he says is true, from circumstances over which he could have no controul; and such only is the evidence I mean to lay before you.

EVIDENCE

## EVIDENCE FOR THE CROWN.

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**Lieut. Col. Brookes.** Is military auditor general. It is my duty to audit the accounts of the force in the Deckan. This contingent bill A No. 1 has passed my audit, the voucher B No. 2 is I believe one of the vouchers to the account A. The bills and accounts come to the commissary general, from him to the pay office, and from the military pay master to me. After my audit they go to the military board, from thence to the government, they return back to me for final audit, and ultimately revert to the pay master general, in whose office they remain.

**John Smith, Esquire,** civil service. Is paymaster general. I sent the account and bill (A No. 1 and B No. 2) to the advocate general, on application made by him to me a short time ago for sundry documents belonging to the commissariat in the Deckan, and having obtained an order from Government to send them from me to the advocate general. I had put my mark upon them. These are the same. I am certain those vouchers are the same that I sent. I compared them with other papers shewn to me by Mr. advocate general, but not with the books of the commissariat. This paper B 1 is one of the papers which I compared with  
with

with the other voucher.

*Cross examined by Mr. Staveley.* These documents ( A. 1 and B. 2 ) came to me from the auditor general's office. I apply to Government, and the money for supplies to the army in the Deckan is issued either from my office or some of the inferior paymasters. They draw the sums from various sources. The paymaster of the Deckan is supplied sometimes by the resident, sometimes by drafts, and sometimes from other sources. It is not essential that all the monies go from my office. No money goes directly from my office to the pay-master; I only send bills. I can't tell where the money for the month in question was drawn from, it may have been received from the resident. I cannot say by whom he is supplied with money. The document B. 2 is absolutely necessary for passing the account A. 1. The money on these contingent bills is advanced, on the estimate being passed, beforehand; afterwards the vouchers come down to the commissariate, and from thence to me, and after final audit they revert to me. I cannot say whether the contingent bills are sent down after the money is drawn, or not. A large sum of money is advanced to the commissary, and as those contingent bills are received and duly audited, he is allowed credit for the amount. There is an account in my office  
under

under the name of the commissary, colonel Harris. I keep no account in that department with any other person. He is debited with the whole advances, and as he sends in bills finally audited, their amount is credited to him against the debit. I can shew you the credit to him for this bill. I do not know whether the payment of the merchants' bills depends upon the passing of this bill. I have nothing to do with that.

*Re-examined in chief.* Shews the credit to colonel Harris for the amount of the account A. No. 1. January 1815.

CAPTAIN WHISH. Is commissary of arsenal stores in the Deckan. By an arrangement with colonel Harris, I laid in my own supplies. This indent (A. 3). was sent in by me to colonel Harris I purchased the supplies myself, and paid for them; I sent in this bill (B. 1). with the indent (A. 3). I never sent in the bill (B. 2). In the original (B. 1) there is a commencement of alteration by erasure in the first line, in all parts excepting that, it is in the state in which I sent it in. I never sent in a bill in the same hand writing as B. 2. I received payment only of the sum in B. 1. Rupees 438. That is all the money expended by me for the articles mentioned in the indent not Rs. 565 as mentioned in B. 2. I generally sent my bills by a purvoo to the commissary's office, generally received payment by the same purvoo's hands,

hands, I believe I received the payment of B. 1. by the same hands, but I cannot be positive. I never used to hear of those bills after sending them to the commissariate, unless they were checked at the military board, then the sum checked was refunded. I paid the overcharge of 10 Rupees for some brooms, which sum was checked by the military board on that voucher.

*Cross examined by Mr. Woodhouse.* My bills used to be sent to the commissariate. The chief clerk there was De Souza. I understood from my purvoe that he used to receive orders for the amount from De Souza. The orders used to be upon colonel Harris's people. I understood that Pooneakhoty usually paid the money, he was Duffedar, he used to pay, as I understood, upon an order from De Souza.

*Re-examined in chief.* It was understood that Pooneakhoty paid a great deal of the public money. I did not understand that he paid all. De Souza has twice or thrice applied to me for my bills. They have been occasionally sent under cover to De Souza. At the commencement it might have been sent in so. If colonel Harris was not in the way, my purvoe might have taken them to Mr. De Souza, I think it happened so sometimes, I cannot charge my memory.

JOSEPH DE SOUZA. I was principal clerk under  
colonel

colonel Harris in the commissariate in the Deckan. All the public papers, books and vouchers were under my care. Many writers were under me. They made out bills under my orders for all accounts of colonel Harris. The contingent bills used to be prepared by me. Among others the bill No. 1. It was accompanied by the requisite vouchers. These vouchers were made from memorandums given me by Pooneakhoty. I used to give them to the clerk, who made out the bills. The custom of sending in such bills, with the indents of captain Whish, began soon after his coming up in 1812. About three or four months after. Captain Whish once sent these bills to the office, when defendant was not in the way. I took them, and kept a memorandum of them. I said nothing, but waited for Pooneakhoty's memorandum. I then saw that he charged more than the bills; higher prices. I let it pass, and sent them to Bombay. Afterwards I spoke to Pooneakhoty. I asked him how it was that he charged higher than captain Whish had charged. He said he would let me know. Next day, or soon after, I asked him again. He answered that as his former charges were higher than captain Whish then charged, it would appear so in Bombay. That he had, on that account, taken to alter the bills. I said he must give me something. He offered me  $2\frac{1}{2}$  per cent.

I said I would not take less than the half, it was so settled, for I threatened to tell captain Whish, so he agreed. I settled my accounts with Pooneakhoty for his half. The document X is his hand writing. The figures below are mine, it is the settlement of accounts between us. The entry for october 1814 is Rs. 1871-3-50. that is opposed to the sum of Rs. 2073-3-50. The last is the sum charged to government in the account No. 1. After we had settled the account, I think I gave back the paper to Pooneakhoty. It was first afterwards produced to me by Mr. advocate general in the public office. Pooneakhoty was present. I think Mr. advocate general then shewed it to Pooneakhoty. It was not taken from my papers; nor do I know where it came from, I had given it to Pooneakhoty, I had never afterwards seen it till produced to me at the public office by Mr. advocate general. I told the advocate general, I would explain it at home, I did, so accordingly. Upon that occasion the advocate general examined the contingent bill book, and sent for the original bills from the pay office. They were compared. The advocate general directed a search for the original bills sent in by captain Whish, and suppressed. I and Mr. Macklin's purvoo made the search, the public documents of the commissariate

sariate being in the advocate general's house. Some of the papers were found by me, some by the purvoo. Those found by me were found in the presence of colonel Lewis, and he put a particular mark upon them. The paper B. 1 is one of the papers found by the purvoo. The paper B. 2 was formed by me from Pooneakhoty's memorandum. I received from him one half of the difference.

*Cross examined by Mr. Woodhouse.* I have communicated every thing as to this transaction, ever since Mr. Macklin shewed me that paper, I had nothing to do with the rice contract nor the beef, and mutton. I do not know how long the papers had been in the advocate general's house. I do not know if they had been two hours there. They were there when I went and made the search. I do not know how long before. I believe some days before my search. It was after christmas. I had corresponded with my brother Lewis Fernandes. I have heard that his papers were seized, I had correspondents in the Deckan. In october last I wrote the news. The settlement took place near Jafferabad. I believe it was about february. The army was there stationed. It marched round Jafferabad, and returned to Jaulna about april or may. We settled at Jaulna too every month. We settled other accounts, but this account twice; in february

february near Jafferabad, and again in Jaulna. I got from Pooneakhoty the memorandum of the actual payments to captain Whish, and referred to the bill book in my possession for the sums charged to government, and struck the balance. I did not receive the money of my share then. I used always to borrow money of Pooneakhoty, Rs. 1000, 2000, 3000, and used to lend it out at interest. He used to tell me to take it, when I went to draw the money from the pay office. I used, as chief clerk, to go to Poona to draw the money. I used to receive less than the bill on the pay master, by the amount of vouchers in the hands of the pay master, and then brought the balance to the commissary's office, and delivered it into the hands of Pooneakhoty. Part of it used to be retained by me as a loan from Pooneakhoty. I used to give him a memorandum of what I received and what I retained. The account produced is one of the accounts I rendered Pooneakhoty at the time when I settled the account of the fraudulent profits. I forget the amount due by me. It was not so much as Rs. 20,000 nor was any demand of Rs. 20,000. or of Rs. 14,000 ever made upon me. The memorandum was given in february. I do not recollect any cash balance then due from me. When I was coming away from Jaulna, he came to me, and stated the amount due from me. Each kept the account.

In

In coming away I gave him a copy of the account, one of the writers, I think it was Cornelio De Britto, made it out by my orders. It was delivered to Pooneakhoty. It did not mention the balance in my hands, but mentioned sums of rupees 3000 or 4000 as received by me. I have seen the paper since, in the advocate general's hands. I think the paper I gave Pooneakhoty was I believe not a correct account, or this differs a little from it. I do not recollect the balance. *A paper D being shewn by Mr. Woodhouse to the witness* he says, he cannot recollect it, admits the sums of 3000, and 2000. The account D is the account made out in the office by De Britto at Jaulna by my directions. This is not the account rendered to Pooneakhoty, but a copy of it or nearly so; generally the same, or nearly so. Pooneakhoty did dispute some of the items. Some items as to bullocks were disputed. No dispute was made as to the bullock owners. *Question.* Did you not attempt to get that account out of Pooneakhoty's hands? did you write a letter to your brother to endeavor to get the account out of Pooneakhoty's hands? "I do not recollect; nor can I say it is impossible that I could have written such a letter, nor do I recollect having suggested any other expedient to my brother, nor to Cornelio De Britto to get it out of his hands or to speak about it. *Paper E shewn.* It is my hand.

hand. I was bothered at that time. I do not recollect any one was present when I delivered the account to Pooneakhoty. I left camp in may. It was not in consequence of any complaint of captain. Kennedy that I left camp, but in consequence of Trevengadam, Pooneakhoty's brother. I saw the papers frequently in the advocate general's house. There was a box full of papers. I was some hours looking into the papers. Some of the papers of Mr. Whish were found amongst the commissariate papers. The contingent bill book was in the office; some times I took it home but generally it was in the office. I never was anxious to keep it from the sight of the writers.

LEWIS FERNANDES, is brother of DeSouza. The paper X is in the hand writing of Pooneakhoty at the top, I cannot say exactly whether the other lines are my brother's or not.

*Cross examined by Mr. Woodhouse,* I do not recollect an account delivered by my brother to defendant the day before he left the camp. I do not remember whether I supped with my brother the night before he went. My papers were seized at Seroor. Captain Kennedy seized them. When I got them back I destroyed all that were not necessary. I was sent to Bombay on a charge against me. If I got any letter from my brother such as described I must have destroyed it.

MIGUEL

MISUEL BOCARO, proves the hand writing of the upper part of paper X to be Pooneakhoty's. The others are Joseph's figures.

MR. MACKLIN. I received this paper X from Mr. Goodwin, long before the papers of the commissariate were sent into my office. I produced it and another paper at the police office in the presence of Pooneakhoty. It did not form a part of the examination taken by the magistrate, nor was it at all connected with it. It was in consequence of my wish to examine into the nature of this paper, and to search for the original agreement between Pooneakhoty and Trevengadam, that I applied to government for the whole of the commissariate papers, and they were delivered to me. I was dissatisfied with Mr. Goodwin's mode of enquiry, and was determined to look into the papers myself. They were kept in my room, and every care was taken of them. Yet it is possible that papers may have been inserted among them without my knowledge. The papers were in my house some time before I directed a search. They were under lock and key, and I kept the keys. There were various enquiries, and many searches were requisite. I received this paper X from Mr. Goodwin as one of the private papers of Pooneakhoty. De Souza had access to the papers in my room.

SADASHEW, Mr. Whish's purvoo. Used to make out

out the bills in Mr. Whish's department. They were fixed by neraicks. The sums and prices in B 1. were made out by me as far as relates to the quantities. The signature Wassadew subscribed to it, is my father's name. I signed it by my father's desire. My father cannot write. Part of the first figures is scratched. I got payment of the bill. I never sent in the bill B 2. It is larger than the original one. I did not receive payment of that. I received payment from Pooneakhoty. De Souza used to receive the bills, and he used to give, sometimes a written order, sometimes a parol order for the money on Pooneakhoty. Exhibit X is in Pooneakhoty's hand writing. The upper part is his hand writing, not the lower.

*Cross examined by Mr. Stavely,* I have been in the habit of making these bills about three years. I used to carry the bills and indent with a chit from Mr. Whish. If colonel Harris was not in the office, I used to deliver it to De Souza, and if he was absent to defendant. Pooneakhoty used to pay in a day or two. I do not know who used to keep the indents and bills, nor who made out the bills upon Bombay. I remember once or twice I got orders from De Souza to get money from Pooneakhoty, when both were present. I have got money on a verbal order from Joseph. Pooneakhoty would not pay without an order from Joseph.

If

If Joseph was absent Pooneakhoty made any other clerk examine the bills, and they were paid. Sometimes they were paid from the pay office directed by order from colonel Harris. When a check in audit comes back, it was deducted by Joseph.

MR. GOODWIN. I do not recollect giving the identical paper X to Mr. Macklin. I gave Mr. Macklin some papers. Several agreements. Three or four agreements. A letter from colonel Harris to Pooneakhoty. I got those papers sealed up from government, and at the same time other papers. The commissariate papers were also then in my office. I allowed De Souza to look at the books, not at the papers. I recollect the agreements, I do not remember this. I did not see any of the merchants' bills among Pooneakhoty's papers when I first examined them. There were a great number of small papers in several bundles. I examined Joseph De Souza's papers, there were I think some merchants' bills among them.

COLONEL LEWIS, was present in Mr. advocate general's house when the search for papers was made. I marked some which I saw found. Mr. advocate shewed me the paper X, and I think told me that he had found it at the police office.

SADASHEW, Mr. Macklin's purvoo, examined the box by master's order. De Souza also; he searched one, I another. I went into another

ROOM

room to another box. De Souza said, there is another trunk in another room. I searched it and found some papers, I think this is one of them ( B. 1 ).

*Case closed for the Prosecution.*

Mr.

MR. WOODHOUSE, then addressed the jury in behalf of the defendant. He began by observing that the advocate general had alluded somewhat triumphantly to the result of the defendant's original plea to the jurisdiction, and had contemptuously characterised it as a flimsy veil of legal sophistry with which the defendant's counsel had attempted to shield him from prosecution. Mr. Woodhouse contended that the proceedings alluded to did not deserve this character; that they were founded on objections of substantial justice; and had been rendered peculiarly advisable, in consequence of the measures which had been adopted against the defendant, and in reference to the character of some of the minor agents interested in the prosecution. The defendant was an alien, and the facts which constituted the overt acts of the offence were not committed within the local jurisdiction of this court; his counsel therefore conceived that, on the soundest principles of justice, the question might fairly be raised, how far a person, not bound, by any allegiance derived from birth, or residence, or contract, to observe the laws of this country, could be criminally charged for having violated those laws by an act constructively only committed within the local jurisdiction of the tribunal in which he was arraigned. They thought themselves

selves not only entitled but bound to raise this question when they took into consideration the difficulties which he would be exposed to in a trial by the country, in consequence of the seizure of his papers, the irretrievable confusion into which they had since been thrown, and the spoliation and interpolations to which they were almost inevitably exposed, from the unwatched access to them which De Souza was permitted to have.

To this consideration also were to be added the dangers of false and suborned testimony; a danger which will be allowed to be a reasonable subject of apprehension, by all those who know the corrupt and pliable tempers of the natives of this country, and with what facility evidence spontaneously springs forth against a person notoriously obnoxious to those in power, and the anxiety with which it would be raised by those who sought to merge their own guilt in the criminality of the accused, and to purchase their own impunity by his conviction. A notable example of this profligate spirit the jury had already witnessed in the correspondence of Joseph De Souza with Cornelio de Britto. Mr. W. was ready to admit that the progress of the trial indeed had shewn that some of these apprehensions were vain; for the defendant had to encounter no testimony, but that of the original informer. Timidity had yielded to confidence,

dence, and he now hails the day which throws him on the judgment of a British jury, as a day of hope, and as the term of his deliverance.

Mr. WOODHOUSE then proceeded to state that the issue of this trial depended on the questions whether the testimony of De Souza was entitled to belief from its internal probability, or whether it had received such support and confirmation from other unsuspicious and unimpeachable evidence, as to entitle it to belief in the minds of the jury. In considering these questions, the jury would dismiss from their minds, all those assurances which the advocate general had with such solemnity thought proper to make of his own personal conviction of the truth of the charges against the defendant. Mr. Woodhouse regretted that his learned friend had thus mixed his own character with that of the prosecution, and had endeavoured to throw into the scale all the weight of his own reputation by urging to the jury that, if he had not been himself satisfied of the guilt of the accused, the enquiry would not have been instituted. He was sure however the jury would not receive such observations as legitimate objects of their attention; that they would not suffer the accused to labor under so severe a condition of trial as to admit the impressions, however conscientious, of any advocate,

cate, as proof of the guilt of the accused. Enquiry would be useless if the verdict of the jury were to be moulded after the convictions of a prosecutor; as well might a counsel for a defendant urge his belief of the innocence of his client, as a proof of the falsehood of the charge. Mr. Woodhouse trusted also that the jury would dismiss from their recollections the warm and earnest protestations of the advocate general in respect of the present credible character of De Souza's testimony. Indeed it must be needless to caution the jury on the subject; they had had De Souza himself before them, and it was impossible to recollect without a smile the singular and striking contrast which the living original exhibited to the glowing but unfaithful picture which the advocate general had drawn. Aware on the one hand of the odium that attached itself to the character of an accomplice suddenly become the accuser of his associates, and unable on the other hand to do without such testimony, the learned counsel felt the necessity of introducing De Souza in a shape as little repulsive as possible. All his address was therefore exerted to win for him a way to your attention. With what an edifying tale of his penitence and reformation did my learned friend amuse you! What a fascinating picture did he give you of this once notorious reprobate listening with entranced attention to the

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the advocate general as he preached repentance to him, shaking off by degrees the slough of his old sins, and at length starting up under the magic of pious eloquence, a new & regenerate son of purity and truth. I have dragged him, says my learned friend, from the depths of guilt, and bring him before you a purified character. What a pity it is that this beautiful vision should have been so soon dispelled by the appearance of the original standing before you in all his native deformity. What a pity that this principal person of the drama should have so ill supported the character assigned to him. No sooner does this purified character appear, than he forgets the part which he is to perform; instead of bearing about him that indisputable sign of genuine repentance, a candid acknowledgement of his sins, you see him summoning up all his presence of mind, and exerting all his ingenuity to evade a direct answer to the questions that were put to him respecting his letters; hesitating, shuffling, pretending ignorance & want of recollection, and acknowledging nothing but what it was impossible for him to deny, and acknowledging that only reluctantly and ungraciously. It is quite clear that the beauty and dignified morality and piety of my learned friend's exhortations have been totally thrown away on this witness. He confesses no sins till they are proved  
upon

upon him ; he acknowledges no participation in guilt till he has failed in his endeavors to fix it wholly on another. He stands before you to criminate his associates, not as a reluctant witness yielding to the force of truth, and acting under a spirit of sincere contrition, but as a willing and active partizan of the prosecution, anxiously seeking his own impunity in the crimination of others and scrupling not to attempt at supporting that crimination by all the arts of subornation, and by the most profligate endeavors to coax or terrify witnesses to confirm the tales he himself had invented. From the commencement of the prosecution to it's present hour he has been it's busy agent ; the factotum of the advocate general, hunting for and providing with all the activity and sagacity of a Jackall the necessary aliment for the oratory of my learned friend. Such is the witness on whose testimony the whole of this prosecution rests. Let us see then whether it is supported by any other evidence. It is contended that support is given to it in other instances. First by the paper marked X. secondly by the account delivered to Pooneakhooty by De Souza, and thirdly by the circumstance of some of captain Whish's bills having been paid by the defendant.

MR. WOODHOUSE said it would be necessary first to consider the document X. and the account together,

together, as forming parts of the same transaction; for the paper X. had been obtained by De Souza for the special purpose of enabling him to make out the account. To understand this however, it would be necessary to inform the jury that about the month of May 1815, J. De Souza; in consequence of some suspicions of his having been concerned in intrigues with some of the refractory relations of Holkar and the Pindarry chiefs, found it expedient to quit the camp and to relinquish the situation he held in the commissariate. At the time this intention of his was first publicly known in camp, there existed between him and the defendant an unadjusted account of pecuniary dealings, of which a considerable balance was due to the defendant.

To understand however exactly the nature of the transaction which he was about to explain, Mr. W. said that it was necessary for the jury to know in what manner some of the pecuniary dealings between these parties had been conducted. Pooneakhooty was employed by colonel Harris to procure supplies of provisions in the surrounding country, which he effected by making advances to persons at his own risk, and sending them out to collect the supplies; these person when they had made the purchases, signed the bills for the amount.

The

The money for their supplies was paid to the defendant after the following manner. Colonel Harris drew from the pay office the monthly cash required for the department, and after the charges for men and cattle were paid, the balance was directed to be paid over to Pooneakhooty, who had already actually made the supplies, altho' the bills for the amount were not made out till the next month. The person employed for the purpose of getting the money from the pay office was De Souza; generally speaking, De Souza received the money from the pay office, he kept the treasure chest; he paid the bullock drivers and petty maistres, and then he paid over the balance to Pooneakhooty. It should seem that small sums out of this balance were sometimes retained by De Souza with the knowledge and consent of Pooneakhooty as loans; and at other times without the knowledge of Pooneakhooty.

The amount of the latter sums, at the period in question, namely, the departure of De Souza from camp, amounted to about rupees 5,000. There being at the same time an additional sum of Rs.,—, due on the above loans & other admitted items. It is necessary here to observe that in addition to the above mentioned surplus balances received through De Souza by the defendant from the commissariate, the personal pay of colonel  
Harris

Harris was also received by him. There was however no cash account book in existence between colonel Harris and the defendant. No such book was necessary for the public money, for the entries of all the monies due or paid to Pooneakhooty on account of supplies were entered and will appear in the public books of the department seized by government. At the time of De Souza's departure, Pooneakhooty, discovering that he had not received from the public money the full amount of his supplies, demanded payment of the amount, and also of his private balance from De Souza. This demand having been repeatedly evaded, the defendant complains of the conduct of De Souza to colonel Harris; imagining perhaps that colonel Harris or the public was responsible to him for the public balance, notwithstanding the accounts for his supplies had been settled with the department.

It now became necessary for De Souza to attempt to silence Pooneakhooty, and to evade the payment; and the expedient that occurred to his ingenuity was to set up a claim against Pooneakhooty equal to the amount of this balance. For this purpose he contrives the account now before you, in which he debits Pooneakhooty with the half of the fraudulent profits of captain Whish's altered bills. But to enable him to make out this account,

account, it was necessary for him previously to have a correct statement of the bills actually paid to Whish. This statement he could not make out himself, his books or documents not being then in his possession. It will be recollected that he was then in the field, and not at the permanent station of the force. He had not any of the original bills of captain Whish's with him. The probability indeed was that he had destroyed them. Unfortunately for him it seems that they were not all destroyed. However as Pooneakhooty appears to have paid some of those original bills, it was not improbable that he might be able to furnish De Souza with the statement required. He accordingly applies to him for it. The defendant, not knowing the purpose for which De Souza wanted this statement, complies with his request, and gives it to him in the shape in which it now appears on the paper, only however as far as the hand writing of the defendant goes. Being thus furnished with the materials that he wanted, De Souza proceeds at his leisure, & in the absence of the defendant, to make out the account D; and as one step towards that purpose, he makes the necessary calculation on this same paper; and immediately below what was written by the defendant he puts down the sums of the false bills, and calculates the difference. Under these circumstances

circumstances these two documents, on which so much stress is laid, make their appearance. They are relied on as circumstances not only confirmatory of De Souza's evidence, but as furnishing in themselves distinct and substantial proofs of the charge against the prisoner, in as much as they evince a participation by him of the profits derived from the forgery charged in the indictment. Mr. Woodhouse observed that, abstracting from the documents the color given to them by the testimony of De Souza, they were of no weight whatever in the scale of evidence; that they derived all their effect from the evidence of De Souza, and therefore that it would be false reasoning to urge these documents in support of the truth of De Souza's story, when it is only by admitting the truth of that story that the documents are entitled to any attention as pieces of evidence against the defendant. For as far as the defendant appears connected with those documents, independently of De Souza's testimony, they are perfectly innocent. It must not be forgotten by the jury that, from the commencement of these forgeries till the date of the paper X., there is not a single document or fact in evidence connecting Pooneakhooty either with the actual forgery of the bills, or with any participation in the amount of the profits. De Souza, according to his own story, was the person who actually committed or personally directed

directed the forgery. And that the only way in which the defendant was concerned in the false making of these store bills was by sending memorandums to De Souza ; who, after the agreement between himself and the defendant to divide the spoils, procured the false vouchers to be made out from those memorandums by the clerks in the commissariate office. De Souza adds that the original and true bills of captain Whish were, as well before as after this agreement, delivered from captain Whish's department immediately and in the first instance to the defendant ; that the defendant kept back these bills, and instead of them sent memorandums to the commissariate office for the purpose of making out other bills ; and that it was in consequence of some of these original bills first coming, by accident and in the absence of the defendant, to De Souza, that he discovered the frauds which till then had been practised by the defendant alone. Now the whole plausibility of this part of De Souza's testimony rests solely on an assumption for which there is not the slightest foundation ; namely, that captain Whish's bills were, according to the ordinary routine of business in the commissariate office, necessarily delivered to the defendant in the first instance, and that his assistance in some way or another was necessary towards the making out those

those vouchers for captain Whish's supplies which were to accompany the contingent bills to Bombay. Now it is not true that the routine of office required that these bills should be delivered at all to the defendant. Nor is it true that his assistance was at all required to make the vouchers in question. It is here necessary to distinguish between the manner in which the vouchers for the supplies of provisions and that in which the store supplies were made out. For it is only by artfully blending the one with the other that De Souza has contrived to give plausibility to his statement. It is true that the defendant's interference was necessary in making out the provision vouchers. For as he was the person who sent out his agents to purchase those supplies with the advances made by him for that purpose, it became necessary that the bills for the purchase should pass through his hands. These in the first instance would be made in the native character. But as it was required, by an official regulation, that all bills to be used as vouchers, should be drawn up in the English language; & as the defendant himself, from his imperfect knowledge of that language, was incompetent to the task, he was in the habit of furnishing memorandums to the clerks in the commissariate in order that they might draw up the vouchers in the required form. And as a similar regulation required that these

these English vouchers should be signed by the sellers of the articles, the vouchers were afterwards delivered to Pooneakhooty that he might obtain the necessary signatures. But, as to the bills for the supplies of stores, the interference of the defendant was in no instance required. For, in the first place, the articles were not purchased by the defendant or through his means, but by captain Whish. And, in the second place, according to De Souza's own account, the vouchers for those articles were, before the alleged delivery to the defendant, properly made out in English and properly signed in the office of captain Whish, and under the directions of his purbhoes: that is, they were already in the shape proper for them as vouchers to accompany the contingent bills; and consequently requiring nothing to be done, on the part of the defendant, to render them complete or efficient as such vouchers. All that was necessary to be done with them after they were delivered into the commissariate office, was to compare them with the indents and the market prices of the day, and to obtain colonel Harris's signature or certificate to them. All this it was De Souza's business to do, and not that of the defendant. It was not necessary that these vouchers should pass through the hands of the defendant in any one stage of their progress from captain Whish's office to the office  
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of audit in Bombay. The inevitable conclusion therefore is, that the whole of the evidence of De Souza, as to this part of the case, which connects the defendant in any manner with the actual fabrication of the false vouchers, is as improbable and inconsistent as it is false. To render this evidence consistent and probable, it ought to have appeared that these bills of captain Whish were in the ordinary routine of business made out in colonel Harris's office, and by the defendant, or under his directions. But according to the evidence of captain Whish and his purbhoe Sadasheew, they were in fact made out by the latter and then carried to the commissariate office in due shape to be transmitted as vouchers. To relieve this evidence from inconsistency, it ought to have appeared that the defendant was the only person to whom the bills of captain Whish were generally delivered; or ought to have been delivered, in the first instance. But it appears that, according to the respective functions of the defendant and De Souza in the commissariate office, the latter, and not the former, was the person through whose hands it was necessary these bills should pass before they could be finally transmitted to Bombay; and according to the evidence of captain Whish's purbhoe they were never, in fact, delivered to the defendant, unless col. Harris or De Souza were absent from the office. Again, to render this evidence

consistent

consistent and probable, it ought to have been shewn why the original bills of cap. Whish, after they had found their way to De Souza's hands, should be sent back to the defendant. For they were then already in proper official shape to be transmitted to Bombay; and only wanted the required comparison with the indents and market prices, and the certificate of col. Harris; all which it was De Souza's and not the defendant's business to do. Having thus shewn that there is no evidence entitled to the least credit, on which the defendant can be charged with any participation in the actual forgery of the vouchers; but, on the contrary, that there is every reason to believe that this part of the drama was conducted by De Souza alone; the case, as against the defendant, is cleared of every fact and circumstance tending to implicate him in the offence with which he is charged, prior to the time when he first wrote the figures on the paper X. Let us consider then the circumstances under which this document and the account A. B. are offered in evidence against the defendant.

And first as to the paper X. The only unquestionable knowledge which we have of this paper is this.—We know that the first part of it is in the hand writing of the defendant, and that taken by itself, this is a perfectly innocent memorandum. We know too that the latter part of it,  
and

and the only part that gives an equivocal or criminal character to the paper, is in De Souza's hand writing. We know that it was afterwards found, somewhere or another, amongst the mingled and confused mass of siezed papers. We know also, or at least it may reasonably be presumed from the figures in the defendant's hand writing standing at the top of the paper, that it passed from the defendant's hands into De Souza's, and was delivered by the defendant to De Souza before the latter wrote any thing upon it. But whether that which De Souza wrote was written immediately & in the presence of the defendant or with his privity; or whether it was written afterwards and in his absence and without his privity; whether it was re-delivered to Pooneahkhooty or not; or by whom it was kept; or in whose custody it ultimately was, we know nothing but what De Souza tells us. A paper so circumstanced is lighter than a feather in the scale, and would be entitled to no consideration as evidence against the defendant, even in the absence of all attempt on his part to explain the occasion of his writing the amount of the bills paid to cap. Whish. The defendant's explanation has been already given. It is true that he can not support this explanation by direct evidence; but it would not be offering any violence to the jury's feelings to submit, that the bare statement of this explanation, nay, that any reasonable

reasonable conjecture that may be offered respecting it, is entitled to as much attention and credit from them as the explanation of the transaction given on oath by De Souza. Let us examine then the account given by De Souza, and see if it contains in itself any intrinsic probability capable of outweighing the suspicion attached to it from the character of the witness himself. De Souza says, that it was drawn out on one of their settlements of accounts as a memorandum of the division of the fraudulent profits, and that it was immediately given back to Pooneahkhoody. It is needless to observe, that this explanation is not susceptible of any proof or support by reference to any other evidence in the case, nor does it derive any light from any external evidence whatever. It rests therefore on its own intrinsic plausibility alone. But plausibility belongs as much to fiction as to truth; and in the present case a plausible explanation of a fact, given by a person so ingenious, & so little scrupulous, at invention, as the witness has proved himself to be, could not reasonably or safely be admitted as evidence of the truth of the fact explained. But the explanation is not even a plausible one. De Souza says, that it was given for the purpose of enabling him to settle their shares of the fraudulent profits. That is, at the end of two years, during which these fraudulent profits had been accruing, and during which time  
also

also the defendant and the witness had had several settlements of accounts, De Souza, for the first time, thinks of adjusting the account of these profits. Why leave these accounts so long unadjusted? Is not this inverting the natural course of things? Plunder is generally divided on the drum head. A rogue may be safely enough perhaps trusted for a time with what the law would compel him to give up; but it is extremely improbable that one rogue would trust another for such a length of time with the possession of spoils which he could not by law reclaim. Again, De Souza in his evidence says, that the forged bills were made out from memorandums furnished him by Pooneakhooty with whom the original other bills remained. The defendant therefore must have had the means in his own hands of ascertaining, as well the sums charged to government as the sums actually paid to captain Whish. Now admitting, for a moment, that the spoils were to be adjusted at the time the paper X was made out, and that De Souza was obliged to have recourse to the defendant to know what had been paid to captain Whish.—Why should not the latter part of the paper X have been written by the defendant as well as the former? For according to Joseph De Souza's account, the defendant must have been acquainted as well with the sums charged to government, as those paid to

Capt.

capt. Whish. What occasion then could there be for this division of arithmetical labor which appears on the paper? What necessity for two scribes? Besides, if it be true that De Souza wanted to know the sums paid to captain Whish, in order to ascertain his own share of the frauds,—Why should the paper be given back to Pooneakhooty? It is material here to look a little to dates. De Souza says that this paper X was written out in Feb. and that it was given back to Pooneakhooty at the same time. Now the account A B comes down to the month of April, and was of course not made out till that time. If so, from what document was De Souza able to make out the account A B? He had taken no copy of the paper X; it is stated, or at least plainly to be inferred; that he had no other memorandum with him of the sums paid to Whish. The natural and almost inevitable inference from this is, that the paper X, notwithstanding De Souza's oath to the contrary, remained in his possession from Feb. to April, and that it was ultimately seized amongst his papers, and not amongst those of the defendant. To the defendant this was a perfectly useless paper, and the possession of it equally useless. Whereas it was an essential document for De Souza to be possessed of; for without the statement of the sums actually paid to captain Whish, he could not make out the account A B. In  
stating

stating therefore that the paper was returned to the defendant immediately in February, the witness has added another instance of his disregard to truth ; and in his anxiety to fix the possession of the paper on the defendant and not on himself, he has furnished a strong proof of his own consciousness of the truth of the explanation of the transaction given by the defendant. So much then for De Souza's explanation, which is too inconsistent and improbable to intitle it to any other consideration than what a paper containing simply the statement of the sums paid to capt. Whish and found in the possession either of De Souza or of the defendant would deserve. But that part of the paper is of a perfectly innocent character, and it can derive no quality injurious to the defendant, either from what this witness has written upon it, or from what he has said of it. Mr. W. then adverted to the seizure of the papers, which he contended to be a gross violation of the law, as laid down in the celebrated judgment of chief justice De Grey in the case of Entick v. Carrington, reported in Mr. Howell's edition of the state trials. It was lamentable that so illegal a seizure of papers should have been followed by such a careless and unguarded custody of them. It was not a matter of indifference amongst whose papers, this paper X was found. For, although De Souza's account of it might be true, if found amongst the defendant's papers,

papers, it was impossible that it could be true if found amongst his own papers. Again, it is to be lamented that no better care was taken of these papers, because if they had been properly kept apart and numbered, and no interested hand had been permitted to approach them, it is impossible that the truth or falsehood of De Souza's evidence should not have been put beyond all doubt, by the satisfactory proof which might then have been obtained of the custody of the original and true vouchers at the time of the seizure. De Souza says these vouchers were in the first instance carried to the defendant and that they remained with him. It has been proved that this was not the fact. It has been shown that this was contrary to the regular routine of business, and to the respective functions of De Souza and the defendant. Now if these vouchers had been found amongst the defendant's papers, it would prove beyond a doubt that they had been in the custody of the defendant only for the purpose stated by De Souza; and public justice would have been perfectly satisfied by the production of such complete evidence. On the other hand, had they been found amongst the papers of De Souza, would not the falsehood of his story have been put beyond a doubt and every chance of injustice to the defendant have been removed by doing away the possibility of any of those

those conjectures and inferences which the ingenuity of the prosecutor may suggest and which the present state of uncertainty respecting the place where the bills were found, unfortunately admits of being urged against the defendant?

Mr. Woodhouse next proceeded to observe on the account marked A. B. This account was produced by the defendant on the cross examination of De Souza, and admitted by the latter to have been delivered by him to the defendant. It purports, by its heading and by the mode of entering the different items, to be an account made out by Pooneakhooty against De Souza, in which the former is made amongst other things to debit himself monthly, for several months, with a moiety of the differences between capt. Whish's true and false bills. But though such be the purport of this account on the face of it, it was in fact made out by De Souza, and written partly by himself and partly by De Britto at his desire. The original intention of De Souza probably was; that it should be signed by Pooneakhooty and afterwards redelivered to himself. This intention however De Souza was not able to carry into effect, and the paper remained in the defendant's possession. When De Souza was arrested, the recollection that this paper was in the defendant's hands seems to have occurred to him at an early period, and to have given him some anxiety. For it will be proved, that De Souza in a letter  
written

written to his brother Luis Fernandes tells him, that he had delivered to the defendant an account of cash; that he wanted, to use his own expression, to humbug the defendant, and get the account back again from him; and, amongst other expedients for that purpose, suggests to Luis, that of his asking the defendant leave to copy it; and then, when by such means he had obtained it, to keep it and not to return it. Nothing could be more natural than this anxiety of De Souza's to get possession of this document. For he well knew that, whatever color might be given to this account for the purpose of implicating the defendant in the commissariate frauds, it was at least decisive against himself; and that it was too the only document which could decisively fix him with any participation in them. He must have felt too, that this account, by itself and without the color afterwards given to it, was decisive against himself alone; for it shewed on the face of it, that the funds out of which the fraudulent profits were to be divided had found their way into his pocket. It was therefore most important for De Souza, who at this time, that is, when he wrote to Luis, had made no disclosure respecting these particular frauds, to get rid of so damning a proof against himself by getting it into his own hands. If he had succeeded, we should never have heard, from De Souza at least, of the present charge. But Luis not  
having

having been able to delude the defendant, De Souza's next resource was to convert that account, which he had originally framed as a set-off against the defendant's lawful demands, into materials for a plot against his character.

This account is that which is alluded to in the letter to De Britto, already read, and which he endeavours to persuade De Britto to say, was made out by him at the desire of the defendant. Could such a request as that which De Souza makes to De Britto in this letter have occurred to him, if he had not been conscious that the original purpose for which the account A. B. was made, was solely that of securing himself, as far as he could, from refunding the public money, by claiming to retain out of it the moiety of the fraudulent profits? If the story, which he now tells, of an agreement between himself and the defendant to share these profits, were true; if at the time he wrote the letter to De Britto he contemplated such a disclosure of the case as he has since made, it is difficult to discover the source of De Souza's anxiety to conceal the share which he had in making out the account. Where was the danger of admitting such a participation on his part? A participation perfectly consistent with the story he now tells. Whence could spring his anxiety to make the world believe that the framing of the account was the act of the defendant, and of him alone? It is impossible

sible to account for this conduct of De Souza, except on the ground of his consciousness, that the original and only object of making out the account was, as has been stated, that of evading payment of the public money claimed; & that no such agreement, as he now states, had ever taken place; but that he alone was the person who planned and executed the frauds, and who alone reaped the fruits of them.

So far then is this document from being of any avail towards the crimination of the defendant, that, when viewed in connexion with the circumstances of its fabrication, with the anxiety of De Souza to get it back into his possession, & with his subsequent attempts to suborn De Britto to give a false account of its concoction, it furnishes the strongest presumption of his innocence. But it may be alleged, that the defendant, by having the account in his possession, has admitted its correctness and truth. This might be a very fair argument, if the defendant had kept it a for long time without objecting to it, and having during that time opportunities of returning it. But the account in question was only delivered to the defendant a very short time before De Souza left camp, and was, as De Souza himself admits, objected to by him as to some of the items, & was, as will hereafter be proved, altogether objected to as false and erroneous.

Mr.

Mr. Woodhouse next adverted to the circumstance of some of capt. Whish's bills having been paid by the defendant; and contended that this fact furnished no proof whatever in support of the charge. This payment took place, because, in general, capt. Whish's bills did not reach the commissariate office, till the fund out of which they should have been paid, that is, the monthly monies received by De Souza from the pay office, had been distributed in the way described, and the surplus had in course been paid over to the defendant. But it appears in evidence that he paid these bills by an order, either written or verbal, from De Souza; now such payment could criminally affect the defendant, only on the supposition, that at the time he paid them he knew the amount of the false bills charged to government; and that knowing this without disclosing it, he is fairly to be presumed as participating in the fraud. But what evidence is there of this knowledge, except the testimony of De Souza? What fact independant of such testimony is there from which such knowledge may be presumed? All the ordinary means by which such a fact could be known to the defendant were out of his reach. For it has already been shown, that, according to the routine of office and to the respective duties of the defendant and De Souza, the defendant had nothing to do either with the vouchers sent into government, or the contingent bills which accompanied these vouchers;

vouchers; and it will appear in evidence, that De Souza always kept the contingent bill-book carefully in his own possession. In the absence therefore of all other unquestionable evidence to the contrary, the fair and legitimate presumption to be founded on the want of the means of knowledge on the part of the defendant as to the amount of capt. Whish's bills charged to government, is, that he was ignorant that government was charged more for them than what he, the defendant, actually paid. This fact then of the payment of capt. Whish's bills by the defendant being, like the two documents already observed upon, perfectly innocent in itself, and deriving all its criminal character from the color given to it by De Souza, cannot be taken either as a link in the chain of proof against the defendant, or a fact confirmatory in any way of the testimony of De Souza.

Mr. Woodhouse made some observations on the letters which De Souza wrote to De Britto, and on the profligate attempts they exhibit to procure false testimony in support of the charges he had given in to government, and the pregnant signs they gave of his own consciousness that those charges were false and unfounded.

Mr. Woodhouse having recapitulated the grounds of his defence, submitted to the jury, that they could not find the defendant guilty, unless they should be of opinion, either that the fact of the payment

payment of some of captain Whish's bills by the defendant, the paper X and the account A. B., when taken into consideration without any reference to the testimony of De Souza, contained in themselves conclusive and satisfactory evidence of the defendant's participation in the alleged frauds; or, that the testimony of De Souza, naked and unsupported as it was in fact, for it could not without false reasoning be made to derive any support from the circumstances just mentioned, should be deemed worthy of implicit belief. He anticipated with confidence that the jury would not adopt either of these conclusions.

## EVIDENCE FOR THE DEFENDANT.

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COLONEL THOMAS HARRIS, sworn, and examined by Mr. Stave'y, says,—I recollect the time when Luis Fernandes's papers were seized. There was a committee formed by order of col. Smith to seize the papers in consequence of an order from government. I saw one letter whilst his papers were under examination which was in the handwriting of Joseph de Souza. I recollect part of the contents of it. It was about an account of cash that he had delivered to Pooneakhoty which he was anxious to get back again; he proposed some means of getting the paper back, and said he only wished to humbug Pooneakhoty. One means was to ask him to allow him to copy it, and then to keep the letter. This was the substance of it. The word humbug I am positive of. It was seen by col. Smith and I suppose by the persons who seized the papers. I think capt. Kennedy was one of the persons, and capt. Tovey the other. I remember that De Souza applied to me for leave to quit the camp; and 2 or 3 days before that, Pooneakhoty came to complain that De Souza had not settled his accounts with him. He came to my house to complain; he had papers and accounts in his hand at the time. I did not look at the papers, he said they

they were not correct accounts. De Souza came in whilst I was speaking with him, I told De Souza of the complaint that had been made, and ordered him to go and give a regular account. Pooneakhoty stated that there was money in De Souza's hands unaccounted for. An office tent, was pitched near my house, and I heard high words passing between them afterwards, but I could not hear what they were.—I saw Pooneakhoty on the morning that De Souza went away. Joseph was then there and six or seven other persons. I asked Pooneakhoty if Joseph had given the account, he said that Joseph had given him an account of which he could make neither head nor tail. He seemed to object to the accounts generally, and I do not recollect that he made any particular objection. Joseph immediately afterwards said, that if there were any errors, or alterations necessary to be made in the account, that he would be answerable for them. This was in the presence of 5 or 6 witnesses.—Pooneakhoty ought not to have any thing to do with the contingent bill book; nor with the contingent bills, except his own. Capt. Whish's bills ought to be sent in the early part of the month to be compared with the nerrick prices, and all the other bills, instead of which they were not sent in, until many days after the other payments had been made. Joseph De Souza was always sent over to receive the money

money for my department; either to Poonah or the pay office, wherever it was. All the payments were made from this money as soon as possible, except some times when it happened that capt. Whish's bills had not been presented, then the balance that was not required was paid as an advance to Pooneakhoty for the current expences of the month in the provision department. If that balance had an excess beyond what was required for the advance in the provision department, it was paid over in deposit into the paymaster's hand. The amount of advance necessary for the provision department was ascertained from the estimate made every month in each department.

(An account marked F. is put in, and proved by col. Harris to be in the hand writing of De Souza, and purporting to be a statement of cash received and paid &c.)

*Cross examined by Mr. Advocate General.* (Mr. Macklin here took his objection to the competency of col. Harris, as a witness interested, and stated that his cross examination was extorted from him.)

I never knew any thing of the accounts between Pooneakhoty and Joseph. He came to complain; the complaint was, there was money in De Souza's hand unaccounted for. Of course it was public money. It was public money as long as it remained in Joseph's hands, and he was supposed to have made

made it over to Pooneakhoty for the supplies of the current month as on advance; this is the reason that I did not enquire into the account. I had other reasons likewise: the accounts are not public accounts; after the payments are made for the month, the balances should have been given over to Pooneakhoty for current services, by Joseph, and it seems these were not regularly so paid, altho' Pooneakhoty was charged with them. The claim of Pooneakhoty on Joseph De Souza appeared to be more a private claim than a public one, as Pooneakhoty was already charged with the balances. Joseph was debited with the whole payments; Pooneakhoty was debited in his next monthly accounts. There was no debit in the public accounts, because there was an order against debiting any advances. Pooneakhoty does not stand debited in any of the public accounts. The advances were made to Pooneakhoty as he made the supplies. Joseph de Souza drew my pay, and Pooneakhoty paid it over to me by a monthly memorandum. The bullock drivers, to the amount of 60 or 70,000 rupees a month, were paid by Pooneakhoty. The following is the mode of payment, Joseph de Souza sat and looked what sum should be paid, and then cried out the amount, the muster master and myself being present, and Pooneakhoty paid the order of Joseph De Souza. The monthly disbursements were

were some to the extent of 120,000 rupees monthly, of which the bullock department was the largest. About 3 years ago I changed the system by allowing captain Whish to make his supplies. I did not communicate this to government, not thinking it necessary. I thought it an immaterial alteration. The bills were made out and sent to my office, and compared with the nerrick prices by Joseph De Souza; these bills were examined in my office. When checked, they are sent back to capt. Whish for him to answer it. There were several checks. If the check was against myself, I made enquiry; and if against any other person, I sent it to him. All the contingent bills are entered into the bill book. Captain Whish was paid, I believe, by Joseph De Souza. I have no account with Pooneakhoty, for my own pay he gave me memorandums. Joseph received my abstract from the pay office and paid it to Pooneakhoty, who used to give me a memorandum for it regularly every month. In general, Pooneakhoty did not keep my cash. He never received the public money except in advance for supplies for the current month. The balances are always accounted for in the next month's bills: in general, there was money due to Pooneakhoty for the stores. My own bills for my own private expences were paid by me, my butler's bills paid every month by me;

Pooneakhoty

Pooneakhoty paid some times the servants ; and always gave me monthly memorandums. I do not know where any of them are. There was no other account, except the public account, which was made out by Joseph De Souza. I never knew of any other till I saw the account said to subsist now between De Souza and Pooneakhoty. (Two vouchers put in, and proved, marked G. H. ; also two letters marked I. and K. of Pooneakhoty, proved by col. Harris and read ; two other notes marked L. & M. also put in & proved by col. Harris ; also exhibit O, an account current ; P 2, a draft of col. Harris's ; Q, a letter from col. Harris dated 31st Oct. ; P 1, a letter of Pooneakhoty ; also a letter of Pooneakhoty marked R ; also a note of col. Harris marked S ; exhibit X is shewn to col. Harris and he proves the hand writing as before.) I do not recollect any animosity between me and De Souza. I received a letter from De Souza, but I do not think it was an important one. The complaint he made was that there were sharers in the profits. He said Pooneakhoty and Trevengadam had made 40,000 rupees in 2 or 3 years, and he had only 200 rupces a month. There was a dispute between Trevengadam and Pooneakhoty for the amount of 40,000 rupees. I desired Joseph to settle. It was settled afterwards in the open bazar. There was an agreement torn in my presence. There was an agreement between them to share all the profits

fits in grain and cattle. Trevengadam was excluded by order of government from having any share in any contract ; but the agreement was prior to that. There was a sum of money advanced by Pooneakhoty to Trevengadam at Jaulnah. I did not see the account. De Souza mentioned that Trevengadam gave him a bond to get a settlement. He delivered the bond to me, and desired me to receive the amount, and I agreed to do so. (The letter, (S), is put in and admitted to be the substance of what was written to him by De Souza.) De Souza gave me a statement of the profits said to made by Pooneakhoty, and a memorandum of them. I have not got it. I think it was given in after the receipt of the letter now put in marked T (The letters S and T read). There were charges of fraud made in the statement of Joseph De Souza.

*Re-examined by Mr. Stavely.* Pooneakhoty was contractor for the provision department and part of the cattle department, I think about seven years. The account of his supplies varies from 10 to 50 or 60,000 Rupees monthly. I considered him responsible for the fulfilling of the supplies. In case he had employed inferior agents, I looked to him and not to them (Two letters from col. Harris to De Souza, marked V and W, put in and read.).

*Re-examined by the court.* Pooneakhoty had the

the contract for the whole of the grain & provision, and part of the contract for the cattle. The merchants' bills sent down to Bombay with the accounts as vouchers, were not made out in his name, but they were made out by the different merchants who furnished the supplies. He might have made out the bills in his own name, I know no reason why he should not. The whole of the vouchers are sent in by different merchants, the name of Pooneakhoty only appears as a bullock contractor; he was known in no other character to government. In large contracts I received orders from the commissary general to make them, the others were not known to him. There may have been two or three instances where he was not the contractor, but in all generally he was. His name never appeared to government, but the contracts were reported in the name of his brother who was in partnership with him. In all these cases, where I had received orders to make contracts, the vouchers were sent in his brother's name. I should not have thought it improper to send in the vouchers in his name, there was nothing against it.

One of the regulations in the bullock department forbids a bullock contractor holding any other situation; in consequence of which, I wrote a letter to general Champagne to allow Pooneakhoty to have a share in the bullock department, notwithstanding

notwithstanding he was employed in other departments. I took this letter to general Champagne, who wrote back a public letter to employ him. The letters may easily be found.

The balance of the sum received by Pooneakhoty used to be debited to him as an advance in order to know what sum he was to receive from De Souza. Pooneakhoty used to get the accounts which have been shewn from De Souza. These statements contained the amount which De Souza had received from the paymaster, and the balance was made was to Pooneakhoty as an advance.

[Colonel Harris was informed by the Recorder of the clear proof of frauds; that the court could see no persons who could have benefited by them except De Souza, the defendant, or the witness: he is then asked —Can you shew any circumstance from which it can appear that the fraudulent amount overcharged in captain Whish's bills was not paid over to Pooneakhoty?].

Yes; the amount retained monthly by Joseph De Souza, that he ought to have paid over to Pooneakhoty, he kept in his hands, which was always greater then the differences of stores, these are the sums which Pooneakhoty demanded from De Souza when he stopt him at the time he went away. Pooneakhoty wanted a regular account of, and demanded credit for the whole amount received by De Souza from the paymaster, after deducting

deducting the payments made. It was for these balances that the demand was made. Pooneakhoty could not as contractor be charged with more than he received, he agreed to be charged with more than he actually received, De Souza agreeing with him. That sum with which he agreed to be charged, & for which he was responsible, therefore, included the whole balance received from the paymaster, deducting what had been paid. When there was a larger balance in De Souza's hands than was wanted to be advanced to Pooneakhoty, he paid it into the paymaster's hands on my account, but still De Souza accounted for all that he had received except what he had paid away, and except about 6 or 7000 rupees he retained, being almost the amount of difference in the bills of the store department.

Pooneakhoty never complained to me till latterly of not having received the whole, but on the contrary agreed to be charged with the whole. He never complained till within 3 days of De Souza going away. I understood that that was the subject of the complaint of Pooneakhoty; that the balance which ought to have been paid to Pooneakhoty of 6 or 7000 rupees had been retained; that he, Pooneakhoty, had not received an account, and that De Souza had money in his hands of which he had rendered no account. (Draft Z is here put in and proved.)

Until

Until 1813 Pooneakhoty received pay as my servant; it stop then. I think he also received pay as a public servant for a few months. The paper O contains the item. Col. Smith received an order from government to secure the papers of Pooneakhoty; and 2 officers were ordered by col. Smith to take possession. I saw the order. My own papers were seized under the same order. He applied to the officers to take a list of them, which was refused, and the papers sent down. All the papers of the commissariat were, I believe, taken charge of.

There was a letter from the chief secretary to secure my public papers: I never kept my private papers with them. The order to seize Pooneakhoty's was I think without any distinction as to public or private.

MIGUEL DE SAA, was for 3 months in the service of Joseph De Souza. The contingent bill book used to be kept by De Souza; he was very careful not to let any one look at it. I do not remember that Joseph ever refused to shew the bills. I remember the bill from Whish in August. It came direct to De Souza, he took it home and made an altered copy. I made it and delivered it to Joseph.

*Cross examined by Mr. advocate general.* I think it was in or about August. I did not mention it when examined by the advocate general.

Colonel

Colonel Harris brought me to Mr. Grant's. . .

I had met him and paid my respects. I had not much conversation with him. They questioned me. Mr. Grant asked me if I knew any thing about the bill.

CORNELIO DE BRITTO. I am a clerk of Joseph. I was so in Nov. 1813. I was transferred to the commissariate, and was his private clerk. (The bill B 2 in indictment shewn to the witness, he says,) it is in the hand writing of Miguel, the last witness. I saw captain Whish's bills when they were sent in. I have seen alterations in our office, they were made by Joseph De Souza, and I have copied some of them. I should know them again if shewn to me: the alterations were made by increasing the sums in the bill; fresh figures were made. The bills were delivered to me by Joseph. Pooneakhoty was never present when these alterations were made, and I do not recollect whether he knew any thing of them. The contingent store bills were made out sometimes by me and sometimes by Miguel. Joseph gave me the papers to make out the bills from. Joseph used to alter the bills and then enter the altered bills into the contingent bill book, & I made out the bills from the book. Joseph used to alter captain Whish's bills, I saw Joseph once copy the Mliaratta character of one false bill from the original bill lying before him. He used to keep the original bill in a small box. Joseph used to give  
orders

orders to Pooneakhoty to pay captain Whish's bills. Once or twice I paid the bills myself as I kept Joseph's cash : by Joseph's order I paid the bills. I once copied an account current between Joseph and Pooneakhoty, some of it is in Joseph's handwriting. This is the paper ; the 1st page, the heading is Joseph's, and the brought over and carried over; there are figures in the bottom in pencil in Joseph's handwriting. I copied this from a rough copy that Joseph gave me. The pencil figures are in Joseph's hand writing. I saw him give this account to Pooneakhoty, it was at Jaulnah, I think in Joseph's house. It was the night before he left the camp. Pooneakhoty demanded some money, and then he framed out this account. I heard a quarrel about the store bills Pooneakhoty said this would not do, he would not accept this. The store bills are in Joseph's hand writing. I was present the next morning. I heard Pooneakhoty say he would not accept the account (The account marked A B is put in and proved).. Joseph kept the contingent bill book under lock and key.

*Cross examined by Mr. Advocate General.*

I was paid by Joseph. I was employed by col. Harris when the force took the field. I do not recollect when the force went to the field, I was in the service of Joseph previous to that. I have looked into the contingent bill book, some of the bills are made out by me and some by Joseph. I made

made from Joseph's rough copy. The other clerks also copied into this contingent bill book. The office was in col. Harris's house. Joseph had a draw with a key and lock to it, and when the business was over the books were locked up. These bills were made out in one day each month. I locked them up myself, and gave the key to De Souza. They were never carried to Pooneakhoty's house nor to col. Harris's, but some times, to De Souza's. De Souza brought the money from the pay office & gave it to me, sometimes 8 or 10,000 rupees at a time. I destroyed the account when Joseph came away. I kept the money since the force took the field. I took charge of De Souza's money in December 1814, before that I paid, when he gave me money & orders, the dooley bearers, sometimes 1000 people in the department, and private accounts. I had money from De Souza to pay all the people. I have made out merchants' bills; some of Pooneakhoty's and some of Joseph's in the store department, but none of capt. Whish's, he used to send his own bills. The store bills were made out upon memorandums of Pooneakhoty's, and in some of the other departments also were the bills made out from his memorandums. I saw a promissory note made, but I do not know when given by De Souza to Pooneakhoty. I do not know whether it was for the balance of the account. There were charges for bullocks objected to by

by Pooneakhoty. I heard so, I do not know what the charges were. I never saw him receive the promissory note. De Souza rendered an account which Pooneakhoty refused to accept. I do not recollect that there was any dispute about the bullocks, nor any particulars. Pooneakhoty objected to the account generally.

(Five letters put in and read, AC. AD. AE. AF. from De Souza to Cornelio, and AG. from Fernandez to Cornelio.

Mr. Woodhouse rose to observe on the exhibits put in, on the cross examination of colonel Harris, by the prosecutor. He insisted that the jury should discharge from their minds all impressions arising from the frauds which they may presume to have existed in the commissariat: the receipt of the letters of De Souza by col. Harris, could not be considered as evidence of the truth, of the contents of them. All the contents of those letters were to be put out of the question. The jury should recollect when they were written, and

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\* The last two speeches have been printed from imperfect notes; and should therefore be read with some candor and indulgence. The premature death of the eloquent and learned advocate general; and the absence from Bombay on account of severe illness, of the able and learned counsel for the defendant, has compelled us to resort to a source, on the present occasion, which would have been more available, could the probability of the foregoing events have been contemplated at the time the notes were taken.

and what was the sum and substance of them. The profits of Pooneakhoty and Trevengadam set forth in these letters were imaginary profits which De Souza had composed up in his own mind; and these were probably the source of his irritation, as he had not shared in them. The substance of the letters were principally relative to the profits of Pooneakhoty as the agent and contractor in the supplies of stores and provisions, and did not appear to be derived from any *other source*. The inference to be drawn respecting those letters was, that col. Harris did not enquire into the matters referred to in them. When these applications were made, was he not to exercise his own judgment on these points? The contractors had a right to make large profits, or any profits. The service could not be carried on without it. Why should col. Harris be blamed for not enquiring? But col. Harris is not now the object of enquiry before you. He is a man of unquestioned integrity compared with De Souza. A note, it is true, is produced as an endeavour to contradict my assertion; this can only affect him on the score of recollection. I was alarmed from the previous statements as to the contents of this note, but what is it?—Mr. Woodhouse here explained the circumstances under which it was written.—It is not a verbal conference, but it is a delicate and obvious mode

mode of enquiry ? There is nothing to be imputed to col. Harris for this; & this is all that has appeared to affect the credit of col. Harris. The other exhibits go principally to shew the peculiar situation in which Pooneakhoty stood, but almost all of them are three years old. He was, as is well known, an agent employed to make the supplies in the commissariat: and all the correspondence produced in evidence is as consistent with that character as with that of a contractor. The question is, whether there was a sufficient sum of the public money in De Souza's hands to cover the whole of the fraudulent profits? These letters have nothing to do with that question, the documents therefore are mere waste paper in this cause. There is certainly a draft produced in favor of captain Sykes by col. Harris, but its amount was too small to raise any presumption against col. Harris. There are also two letters of col. Harris's on which an argument will probably be made, that the contingent bills were made out by Pooneakhoty; but this is a forced construction of those letters, and contrary to the evidence already adduced on that head.

Mr. Advocate General in reply stated, that the speech of Mr. Woodhouse, just made, must be disposed of, before he went more particularly into the reply. He then explained what was the object

of

of the exhibits produced. To blacken Pooneakhoty was not his intention ; he was already sufficiently criminated : but col. Harris stood differently, he was produced by the defendant ; and it was almost unnecessary to remark upon the cross examination, the world had heard it. Had he given his evidence like a man that has nothing upon his mind? Had he come openly forward? You will, gentlemen of the jury, decide how col. Harris has acquitted himself. One object in view in discrediting col. Harris was to establish a fact that Pooneakhoty was treasurer of the commissariat. The jargon of the official accounts was nothing. Was there a man who believed the story that Pooneakhoty was the contractor ; and that the money was given him in advance in this character? The monthly sum of from 10 to 40000 rupces both in the field and out of it was paid to Pooneakhoty :—but he was debited for these sums! Where? Not in the public accounts. It must have been in the private accounts. *There were no private accounts.* The story therefore falls to the ground, or is, what must verily be believed, a fabrication. An agent can make *no profits* ; he will charge commission, but he will not buy and sell ; the same man cannot be an agent and a merchant. The court has destroyed the idea of a contractor, and the Advocate General has destroyed

destroyed the agent; and we must now reduce Pooneakhoty to the true situation of *cash* keeper to col. Harris. It should be recollected that there was an order of Government not to pay the money in advance at all. So far as to the production of the papers, they partly came from the defendant, and partly from the prosecutor ; they are the subsisting accounts of two partners who carry on the business of the commissariat between them. But let us see how the money is disposed of when received at the pay office. De Souza paid the bullock contractors, this was a payment by col. Harris.—The Advocate Gen. here described what a muster is.—The larger part of the payment drawn must have been by col. Harris. The doolie bearers are paid by De Souza. A difference of 6 per cent made by the difference of exchange of the Chinchor and Bombay rupees. The bills of capt. Whish were paid by all three. The letters of De Souza were letters to shew col. Harris that that he was determined to get the bond for ten thousand rupees, and that he was perfectly able to expose the frauds in the commissariat.—The Advocate Gen. here painted in very eloquent terms the degradation of col. Harris in condescending to be an agent to a portuguese clerk —But there was another point connected with these melancholy circumstances, namely, what *honest* bond could have

have been taken for 10,000 rupees? With the bond in his hand, with the fraudulent account current in his hand, the commissary general never asks to see the papers! Can this be credited? Can we believe col. Harris to be so stupid? But how is the conduct of De Souza like that of a man running away? He was anxious to be as scrupulous as possible in stating the evidence. If he did not, he should lower himself in his own opinion. He should then ask—Was the promissory note a final settlement? Or can any other construction be put upon it? The reason why De Souza always kept in advance with Pooneakhoty was, because there was no bond or credit amongst rogues? But how does col. Harris exercise his discretion. By *sinking* the transactions and by agreeing to recover the bond of 10,000 rupees from Trevengadum. When col. Harris was not upon his trial he was identified with Pooneakhoty, but what is the credit due to him upon his trial? There are many reasons why De Souza might be extenuated for writing his letters; but it is unnecessary to vindicate him. Now; look to the even handed justice of col. Harris. *He tampers with no witness!*—but who brought De Saa to Mr. Grant? He, col. Harris, condescends to be De Souza's agent, and the *law agent* with Mr. Grant, to cover Pooneakhoty's forgeries.—The Advocate General here observed upon the  
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the *soft, insinuating* note of Col. Harris to Mr. De Souza.

Mr. Advocate Gen. then proceeded to observe, that the exhibit X and the account are, according to what Mr. Woodhouse says, to be *taken together*. It was began in the year 1812 and bears evident marks of being made at different times. *But how came Pooneakhoty to give the memorandum at all?* He is said to have been totally ignorant of the fraud. *Why did he give the paper?* Why did De Souza write the figures in the exhibit X at all? The entries in the book are the exact halves of the sums on the exhibit X.

The court has clearly determined as to the legality of the seizure of the books and papers; there can be no objection to the exhibit X, or to the mode in which it has been obtained. It has been fully proved. A great hue and cry has been made about the seizure of the papers, but it is idle and ridiculous. But is the arm of the law to be paralyzed? A foundation was laid that Pooneakhoty & De Souza must have had cognizance of the frauds that were going on. What is the defence? That Pooneakhoty applied to De Souza for payment of the fraudulent monies! The public monies were in De Souza's hands, & Pooneakhoty demands his balance. Is this a defence? It cannot be treated as one. But what is the conclusion to be drawn

drawn from col. Harris's testimony as to the *balances* every month ? Either, that the credit was passed to Pooneakhoty, or to *him*. And where is the difference?

The way, according to col. Harris's statements, was, that the money from government must come into Pooneakhoty's hands. But what was the defence as to the entries of the contingent bill book ? It was trumpery. It was a public book *made to shew every thing even* ! And what the book is and how used, even by col. Harris's testimony, shows it to be a contemptible species of defence.

It is said that the advances of Pooneakhoty to De Souza were all payments on loan, and not payments of fraud : that no interest was charged in the accounts between Pooneakhoty and De Souza. As to the forgery of the papers, it is admitted that, Mr. De Souza was a *principal in the crime*. He must therefore according to law not be believed unless supported by other evidence. But all the evidence for the defence supports De Souza's testimony. Gentlemen, the character and reputation of 2 men are placed in the scales of fate, and it is not right to dwell on a thousand circumstances of political expediency.—Mr. Advocate here continued—I have now discharged my duty, and it has been a painful one. I have no wish to criminate the men of my own country; but I shall  
call

call upon you to consult the dictates of truth (he then recapitulated what he had proved). I have no fear and no doubt as to your verdict. I know your understanding, and from the experience of eight years, if brought to the Bar myself, I know no better tribunal than a Bombay jury.

*\* The Recorder then summed up to the Jury as follows.*

Gentlemen of the Jury,—The indictment on which the prisoner at the Bar stands arraigned, is for uttering a paper knowing it to be forged; and the paper is one which was sent in as a document to colonel Harris that he might use it, knowing that it was to be sent by him as a public document to the Government at Bombay, as one of a set of vouchers to accompany his contingent bill.

The oath of colonel Harris is written at the bottom of that bill, and is to the purport that it contains a true account, and that neither he nor any person in his department to his knowledge has made any profit upon the articles contained in it. Upon the faith of that oath, and on the vouchers that accompany the bill that the prices charged in

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\* The charge of the Recorder is printed from notes taken at the time of trial: without any view to publication. The death of the worthy and learned Recorder, and the events alluded to in the note on the two preceding speeches, have obliged us to print the notes literally.

the bill are the true prices of the articles shewn in those merchants' bills, that account is finally passed.

It is not denied, but admitted in the defence, that there has been a fraud committed on the Government. The different evidences of the several witnesses shew that it was necessary to send up such vouchers to Government to pass the account, and if you are satisfied that the instrument in the indictment is a forged instrument, the inference is, that it must be forged for the purpose of being uttered here. It could only be intended to be uttered here, and therefore is a crime properly within the jurisdiction of this Court.

We come next to the persons though whose hands the document passes.

The person who comes first under your consideration is, the person who sent it up to Bombay and that is on all sides acknowledged to be colonel Harris. Colonel Harris sends it up, with the oath to which I have before adverted. It must be admitted that colonel Harris is an innocent presenter, not knowing of the forging of the instrument which he was presenting. If he was not the presenter, some other persons were, who received it from him, and through whose hands he transmitted it to Bombay, and no imputation is cast upon them of any knowledge of the forgery.

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The person who gave that paper to colonel Harris, and the person who benefitted by it, come the next in order ; and of these it is most important to enquire who was the person who benefitted by the fraud. It may be that the fraud was committed by more persons than one, or that one committed it actually, and another benefitted by it although he had no hand in the commission; but surely when a forgery and fraud are committed, there can be no doubt that the person who actually benefitted by it and who participated in it, is one of the persons guilty of the crime. It becomes thus essential to enquire who is the man into whose pocket that benefit ultimately came, for there, with that man, the crime must rest. The essential point therefore, gentlemen, of this trial is, to find out into whose pocket the profit derived by the commission of this forgery came; to discover where it was to rest, in order to ascertain with whom the crime of the fraud and the forgery was to rest. .

With this view I shall go through that part of the evidence first on which there is no dispute, and point out to you what is admitted on both sides. The fraud as to this particular sum is not a single one. It appears that this was one of a class of frauds, and the document one only out of many which were altered and forged. As to the others

others, they are not before you except as they are connected in the accounts of De Souza given in evidence. Supposing then colonel Harris not to be the guilty party, there are but two on whom the suspicion rests—De Souza, and the prisoner at the Bar. It is possible, it may be De Souza; or, it is possible, it may be the cash keeper. Suppose that the voucher was to be made by one then (De Souza), and was made by him, it must have been made by deceiving the man by whom the money was received and paid, and colonel Harris by whom the paper was to be uttered. This one (supposing it to be De Souza) making the voucher, and the other paying it, the fraud could not be carried on without the party making it concealing it from others. Whether this was so or not, or could be so, will appear from the evidence by and by, but that I shall for the present leave and go to what is agreed upon between them.

De Souza says that he was jointly interested in the benefits and sharing in the frauds of Pooneakhoty in the commissariat department.

The frauds were conducted by him, and the amounts were paid into the hands of Pooneakhoty. Every month De Souza was the hand to receive the money, for he received all the money from the Paymaster. On receiving it, some payments were made by him, and some sums were deducted

ducted which had been paid before; and some were made by Pooneakhoty; but the largest were necessarily made in presence of both col. Harris and other gentlemen whose business it was to be present when those sums were to be paid. After these deductions were to be made, and were made, the remainder is paid over by order of col. Harris. And so it is admitted on both sides. All was paid to Pooneakhoty, or with his consent retained by De Souza. Whether he, Pooneakhoty, got the whole into his hands, or whether he lent it to De Souza, makes very little difference; for he who has a debit of the money which he has lent, that money is in reality his own. Therefore unless his counsel could shew that there was more taken by De Souza out of this balance than ought to have been taken, his is the hand into which the money was paid, and where it ultimately was to remain.

I can perceive no difference between the cash keeper who got the whole of the money except the sum which was retained by his consent, and he who got the whole and lent a portion out of that amount. The whole amount in fact came to Pooneakhoty, and he became the owner of all which was not paid away by Joseph De Souza. With all this, there might, it is true, have been a clearer charge against Pooneakhoty. If instead  
of

of lending money to De Souza and he claiming to deduct, De Souza had paid the whole amount, and Pooneakhoty had repaid him his half. But we know by the statement of colonel Harris and the account of Pooneakhoty himself, that there were sums allowed by him to be retained by Joseph De Souza ; and unless we can suppose that there was more retained by Joseph De Souza than he ought to have retained, the evidence fixes Pooneakhoty with the possession, and of course points out his hand as the hand in which the money was to rest. It might have happened that Joseph De Souza had more than he ought, but before this point is settled there is another transaction to which we must look to be explained. Joseph De Souza gives us an explanation of it, and we have no other.

Pooneakhoty gives an account of the sums paid by him to captain Whish; under these circumstances I listened to hear from the counsel for the prisoner some explanation of this paper and of the circumstances and occasion on which it is given ; but no explanation of any kind has been given, and indeed none has been offered. That paper therefore remains with the explanation which Joseph De Souza has given of it. That paper contains an account of the sums paid by Pooneakhoty, a memorandum of those whole sums given

given to De Souza, & so far as that, it is not denied to be in the handwriting of the prisoner. And no reason is offered for its being given. De Souza gives a very intelligible reason for it—that it was to settle the accounts of the frauds upon those sums, because he did not know the real sum paid by Pooneakhoty to captain Whish. If Pooneakhoty had looked into the real sums which he had paid to captain Whish, he was only looking for an account which made against him if he were the person who had altered the bills before they came to Joseph De Souza. If De Souza and he were carrying on a fraud jointly, a list of those very payments made by him was necessary for the settlement of their accounts; and this is a strong confirmation of the evidence of De Souza. But this does not rest there. In the month of November, he complains he had not a share of the perquisites from the frauds carried on in the department; and when I come to look at the list of the frauds, I find that account and the complaint correspond at the time of its beginning.

The letter was one written to colonel Harris complaining of the unfairness with which he was treated, and which colonel Harris says he did not consider as an improper or impertinent letter. When I show you this letter, you will judge, gentlemen, how far it is such a letter as ought to have been so considered or not. At

At going away, De Souza delivers to Pooneakhoty an account; and in commenting on that account I agree in that respect with the defendant, that De Souza was a most consummate villain indeed, if, while carrying on these frauds, he contrived to put in his own pocket the whole amount of the frauds committed, and then produces an account wherein he attempts to get rid of the whole by charging them in the account of Pooneakhoty. In looking into the account, I was surprised to see he had not debited the full amount, and claimed a half; but instead of that, he debits the half; and the whole nowhere makes its appearance. That, one would have supposed, would have been the proper mode of making out the account, if it was intended to be intelligible. And we must suppose that De Souza had some good reason for making it out in a different way, for we see it is not so: what that reason was, we have no account; but whatever it was, this account would not tell against Pooneakhoty if it stood alone, if no consent was shewn by Pooneakhoty to the statements contained in it. But supposing Pooneakhoty not to have assented to it—what would be the answer of a person to whom such an account was given, if he did not assent to the contents of it, and particularly to such items as these? Admit, as the defendant would have us suppose, that he  
was

was ignorant of the amount retained by Joseph De Souza—He was, up to that moment, during all the payment of all these sums in his hands, the person to whom those sums belonged. Pooneakhoty had made himself responsible to the Government for the whole, and by taking that responsibility upon himself has involved himself in the responsibility for the application of it. He might be ignorant of this and not be aware of the extent of that responsibility, but then when he got the accounts rendered, when he found to what extent his forbearance had involved him—what would an honest man have done? What ought he to have done, had he known that the amount of the sums which he had allowed another person to retain, had been the means of involving himself and of enabling another to commit a crime? When he discovers that by his means this crime has been committed, would he have remained quietly under the wrong, and have submitted to be implicated in it by such an account as this?

Here is a man who has kept back part of the public money, and when called on to account for it, produces an account claiming to deduct an amount of frauds and forgeries equal to the half of it almost,—would he have accepted this account from him? Would he not have said?—

“ Here is a man who has been guilty of frauds,

“ which

“ which it is my duty to discover, which it is necessary for my own safety that I should discover, or else I shall be involved in the guilt myself.” And would he, after a dispute in which those items of store bills form a part of the disputed sum, and the most exceptionable part too, and when his own profits are reduced by a participator, and in which a claim attempted upon his own bullocks forms also a part, have taken the account and finally accepted a bill of exchange?—And is it to be believed that a man under these circumstances, and placed as De Souza was, would be allowed to leave the camp without the least notice being taken of his conduct, or any complaint being made?

It is for this part of his conduct, not so much for what he has done, but for what he has not done, that this account attaches so strong a suspicion to him. It is for his not having gone to colonel Harris and pointed out these things, for his not having objected his suspicions upon this account to him, and called Joseph De Souza to explain them, for his not having an examination into them, and his having at last accepted this bill of exchange in liquidation of the balance of that account, that I consider him conclusively fixed with the balance and the participation of the profits arising from the forgery and frauds.

We come now to the examination of Joseph De Souza,

Souza, and before entering upon it, in addition to the observation I addressed to you before, I must request you to erase all his evidence from your minds excepting when he has been corroborated by some other evidence : one step more and he would have been totally incapacitated from bearing witness at all.

There is some difference between those who have only committed a crime and have not been convicted of it, and those who have been convicted of that commission ; and there is that difference here, and that difference only. It is small, but yet the law makes a distinction. The man who has only committed, is not considered so bad as the man who is convicted ; the crime consists in the chance, which shall come to be the first informer, and who should first come to be publicly declared infamous. De Souza comes before you by his own confession guilty of the blackest crimes, but that does not render his evidence inadmissible. When he states that which other and written documents shew to be the fact, he is entitled to credit ; at other times, when he is not so supported then you are to reject his evidence altogether.

Colonel Brooks is the first evidence called by the prosecutor, he has detailed to you the whole business of the commissariate office, and states the  
papers

papers in question, which are shewn to him; to have passed his audit.

Mr. Smith states that this was a necessary document to carry on the business of the department, and that the fraud could not have been effected without its being sent down along with the bill. That the money obtained by this means was a fraud, as it clearly appears to be, and was by means of this paper successfully carried on against the government.

Captain Whish is the next witness that is called; and here if there is not great guilt, at least there is a great deal which comes very near to it, which attaches to every part of colonel Harris's conduct as it has appeared in this trial. It was irregular in him to permit captain Whish to supply his own stores, because captain Whish was not one of the officers who makes out his bill upon oath. He is however in the confidence of colonel Harris. He does not make out any account upon his oath; and without his oath, upon his mere account, colonel Harris certifies the correctness of that account. He might rely, it is true, upon his honor as an officer, but he himself gives his accounts upon his oath, and therefore if he did not enquire strictly of captain Whish into the correctness of what he took upon his mere account, even without signature, it was a violation of the

the truth; but it appears, and I am sorry to see it, that without even enquiring of him of the truth of the accounts he has rendered colonel Harris has every month attested on oath the truth of papers of which he knew nothing. It is enough to say he was ready to take an oath of the correctness of accounts of which he knew nothing at all.

The next is Joseph De Souza upon whose evidence and the credit it deserves, I have already commented.

As to the putting away of the instrument forged, which is the subject of the indictment, the mode of uttering, he is contradicted in his statement by two witnesses and stands unsupported by any other evidence. It therefore appears that he procured the signature of colonel Harris, his was the hand which transmitted the documents in question to Bombay after they had been seen and signed as correct by colonel Harris. The presumption too that arises from the evidence of the same witnesses, is against the forgery having been actually committed by Pooneakhoty, and altogether at variance with the account he has given of it, and the presumption from those facts further is, that, if he participated in the profits of the fraud, he and his clerks were competent to commit every part of the forgery, and  
to

to carry on the completion of this fraud without the support of Pooneakhoty. It was not necessary for him to receive any papers from Pooneakhoty: As to this part of the case, there is no evidence but De Souza's, and I think this account cannot be true; the division of the fraudulent profit cannot have so exactly settled as he states it to be; if these two had adjusted their shares and settled the amount so exactly as he says, there could have been no cause for dispute about it; and this inconsistency perhaps brings the truth to light better than every thing else. The quarrel appears to have arisen about their money, and about the share which each should have in settling their accounts, now if that share was settled before, there could have been no objections to the account; and if Pooneakhoty had made the agreement and so completely assented to the proportion before, he would hardly now have raised a quarrel about that. If De Souza meditated this fraud upon Pooneakhoty and Pooneakhoty did not approve of what he claimed, or if Joseph De Souza saw the fraud carrying on by Pooneakhoty, and if for a trifling consideration as  $2\frac{1}{2}$  per cent, on that as well as other frauds, as he swore, he kept the secret; or if he agreed to be an agent in assisting to carry on those frauds while his services were required; and if afterwards, when he came to adjust these accounts between them, he endeavored by the artifice of having a balance-

balance in his hands, of setting off what he chose against it, to get the whole to himself, or to get a larger portion than he had agreed for, the account of the quarrel then becomes perfectly intelligible. If Joseph De Souza had in his own mind determined to have the whole of the fraudulent profits, and if this was the means by which he determined to put the whole into his pocket, whatever had been the prior agreement ; or if he was the actor, and determined to defraud Pooneakhoty out of his share, which upon the settlement of accounts he ought to have handed over to him, and by that means defraud him of the whole, either of which constructions is borne out by the form of the account current, and if Pooneakhoty on this ground objected to the account and refused to receive it, then there is a probable ground for their quarrel, and it is easy to be understood ; but whether this was so or not, is for you, gentlemen, to consider from the facts before you in the absence of any evidence which can throw light upon the subject. The whole of the sums in the hands of De Souza belonged to Pooneakhoty and ought to have been paid to him as appears by colonel Harris's evidence ; and if in this paper he deducts at least half the amount, and retained it by means of this fraudulent account ; or if, as is probable, it was agreed to allow the half, and he here endeavours  
to

to obtain the other half, which it is not credible ever could be assented to by Pooneakhoty. This part of his evidence brings down the character of De Souza the same as he has exhibited it in his letters & in the very manner of giving his evidence, and shews that there is the same total want of truth in his evidence in court which there was out of it; and if it seems so to you will render it not credible further than it is supported by the documents produced here in court.

The former part of this paper X is in the hand writing of Pooneakhoty, and as I said before, I was anxious to hear some explanation of it; none however has been given, and I cannot find any reason why it should not be given if there was not some fraudulent collusion between them. If the whole were the fraud of De Souza, one cannot conceive how he should direct his attention to these particular documents, rather than to any others which were of the same nature which are contained in the account current.

If we suppose that De Souza applied to him, he being ignorant of this frauds and giving it ignorantly, or if De Souza obtained it, as he said, to learn the precise sums that he might be able to detect Pooneakhoty as he states, we have then a good reason why it should be given. It is possible it may have been so; but even then, as well as according.

ing to the account of De Souza, it is at variance with the evidence adduced on the part of the defendant. De Souza says this paper after he had it, was given back by him into the possession of Pooneakhoty. That the papers were also in his possession as chief officer of the department. This is at variance with the idea that the figures were added by De Souza. If De Souza kept the documents and Pooneakhoty paid the money, then it might be given to De Souza to add from the documents these figures and be given back as he says; but then how could Pooneakhoty have wanted it, for you see it is Joseph De Souza who furnishes the account and who strikes the difference upon the paper.

All the account of the paper on which we can depend, is, as is stated to us, that this paper was given at Jafferabad; that Pooneakhoty paid the sums mentioned in it, and that the reason for giving it, is, that De Souza had not his papers with him.

I recommend therefore this to your most attentive consideration, the man who had the documents would hardly apply to the man who had them not; but this is for your consideration. It is for me to point those things out to you, and for you to decide upon them.

It is possible that they may not have been intended

tended for this purpose, but for some other which we do not know and that they have been incidentally the means of detecting these frauds. De Souza it seems had no intention of informing of these figures, or forcing this document into public, and that is a thing deserving of consideration. His long silence on this subject, before the document turned up, and his behaviour after before the magistrates when it was first produced by the Advocate General, tells perhaps in favor of his evidence : you will recollect that when it is first shewn to him, he does not give an account of it, but when the Advocate General examined him afterwards, it is then that he explains the transaction, and not till then ; and on its being shewn to the prisoner, he refers to De Souza for an explanation. You have heard a good deal of discussion respecting the papers of the prisoner being seized or taken possession of by government, that may or may not be a justifiable act from what was found amongst them. If the taking of them shall not be justifiable from what is discovered therein, all the persons who were concerned in the taking of them are liable to answer to the prisoner. It is not however alledged that the prisoner has lost any advantage in his defence for want of them, if it had been stated to me that any of them were necessary to him, and that there were

were among the papers which have been seized, any which would have explained those, I would have stopped this prosecution till they were all returned. Under the circumstances of Joseph De Souza, the seizure of his papers was perfectly justifiable; and so was the seizure of any which could throw light upon his transactions; and as to the prisoner's, it does not appear that any injury has been done to him by withholding them from him now.

As to the papers produced, it makes no difference how they are obtained; the possession of them, is nothing to this case, nor does it signify from whence they came, as that does not connect them with the prisoner at all. It is his own hand writing which connects him with the paper marked X.; and the contents of the account which is produced by himself when compared with it. De Souza says, I think I gave it back to Pooneakhoty, but he does not swear positively, and that it was delivered in February; from this it appears that De Souza had a large sum of government money in his hands. Whether it was by the agreement of Pooneakhoty that he appropriated to his own use this money of the Government or not, it appears it was by his consent; for he knew of it, if he did not direct it to be done; for I am sure there has not appeared any disapprobation of it, and colonel  
Harris

Harris would have stated the fact if any complaint had been made. Pooneakhoty took upon himself the responsibility of the whole sums which ought to have been paid over to him ; if it were not so, colonel Harris would, no doubt, have been acquainted with it. There were however sums retained and whatever amount they might be, or whether public money or not, they were in fact sums of money, loans from one and kept back by the other.

You will see, gentlemen, a series of letters written by this witness to Cornelio De Britto, in all of which he is telling him what was the evidence which he himself had given, and teaching him what he and other persons are to say to confirm and support him ; he does not, it is true, teach him in direct terms to say any thing which is not true, but from the style and manner of the expressions, there can be little doubt, I think, of the meaning which is intended to be conveyed ; they will be given to you. These letters bring down the character of the witness to the time of his examination as infamous as it is possible for any witness to be, and he is not to be believed in any thing when he stands alone. I therefore again caution you that it is most dangerous for you to rely upon him as a witness to any fact not supported by direct evidence. In answer to a question put to him about a contradiction

contradiction contained in them with his evidence, to account for it, he says, I was bothered at the time. But you will see, gentlemen, as cool and deliberate an intention to teach what evidence is to be given, to shew what he would have the witnesses say, and pointing out how they are to counteract the traps which he states had been laid to get their evidence, as could be given in the most composed and undisturbed state of mind.

No evidence is shewn to us that the books of the department were taken away by De Souza when he went; nor does it appear he was anxious to take them away: on the contrary the books remained in the office when he went, and so continued till they were removed by order of government.

Gentlemen on the Jury, the exhibit B. 1. is made out by a purvoo of captain Whish's. The copy in the indictment is written by one of the clerks in the office. On looking at the original bill, it appears to be scratched, and that it was at first intended to commit the forgery by erasing the figures of the original bill and substituting others, and therefore that the writing it afresh was an after thought; what was the reason of this, cannot be made out. One of the other vouchers appears only to have had the figures altered, and not to have been written out again. The proof of B. 1.

rests

rests only on the evidence of captain Whish ; nothing turns upon where it came from, and nothing arises from the custody of it ; captain Whish states that it was originally written by his purvoo, and that it corresponded with the duplicate ; and we have not evidence to connect the defendant with the alteration, except the statement of De Souza unsupported by any other fact.

Gentlemen, upon the foregoing statement of the whole of this case, I beg that you will now pause, and that you will carefully distinguish between such facts as have been clearly made out in evidence, and those which are only to be presumed by the special circumstances of the case. It is unnecessary to remind you of the importance of the duty which you have now to perform ; I am confident that you will not neglect to consider with attention such points of extenuation as may arise in considering the conduct of the defendant, and that you will not fail to give him every benefit, which a disposition to mercy on your part may induce ; at the same time, your duty to your country, & the paramount importance of the oath you have taken “ well and truly to give a verdict according to the evidence”, will I trust impress you with the necessity of giving this important and intricate case most attentive and deliberate consideration.

The

The jury then retired to consider of their verdict, and remained out of court for about four hours, when they returned with a verdict of "*Guilty.*"

The Advocate General requested that the court would defer passing sentence, and that the defendant might be left to himself; on an intimation also from the counsel of the defendant that they might wish to move in arrest of judgment, the court ordered the prisoner to be remanded, and stated that it would not pass any sentence, until the Advocate General might think proper to move for it, and that in the mean while, the court would be happy to hear any application in arrest of judgment.

The court then adjourned.

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WEDNESDAY THE 10TH OF JULY 1816.

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P R E S E N T

SIR ALEX. ANSTRUTHER, KNT. RECORDER.  
WM. CROZIER, Esq. MAYOR.

AND

DOUGALD CHRISTIE, Esq. ALDERMAN.

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The Advocate General having previously obtained an order that the prisoner Pooneakhoty  
should

should be brought up to have sentence passed on him.

He was set to the bar.

Mr. Woodhouse then rose and delivered an eloquent speech in mitigation of punishment, and relied on the words of the stat. 53. Geo. III. C. 155. as giving the court a discretionary power to award the punishment of transportation or not; the words "shall and may", used in the statute, not being imperative.

Mr. Stavely followed Mr. Woodhouse on the same points, in an eloquent speech, and dwelt much as Pooneakhoty's consciousness of his own innocence.

After the Advocate General had been heard in reply—

The Recorder stated that he had doubts as to the meaning of the statute and would take time to consider of the point.

The prisoner was then remanded.

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On the 13th of July 1816 the Recorder having ordered the prisoner to be placed at the bar, stated that the court was of opinion that the words of the statute were not imperative, and that it had a discretion as to awarding the punishment of transportation, and that the court would therefore proceed to pass sentence: which it did, as follows:

"Pooneakhoty

“ Pooneakhōty Moodeliar, you are sentenced  
“ to be imprisoned in the goal of Bombay for  
“ and during the term of five years, to pay a fine  
“ of 2000£ or 16000 rupees, and to be fur-  
“ ther imprisoned until such fine be paid.

The prisoner having withdrawn, the Recorder said he thought it proper to state, that the lenity of the sentence was contrary to his own individual opinion, and had been obtained by the lenity of the other judges, that he stated this in order that his future conduct in similar cases might not appear to be inconsistent.

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# A P P E N D I X.

( A I. )

*Commissariate Department Deckan.*

SUPPLIES TO THE ARSENAL STORE.

THE HON'BLE COMPANY, ————— Dr.

For the following charges incurred on account of the  
Public service in the month of October 1814.

|                                                                                |      |   |    |
|--------------------------------------------------------------------------------|------|---|----|
| 10 Brooms at 20 reas each, ... ..                                              | 00   | 2 | 00 |
| 200 Charcoal maunds at 1 Rs. per Seroor maund. ...                             | 200  | 0 | 00 |
| 4 Copperas pounds at 2 qr. and 50 reas per lbs. ...                            | 2    | 2 | 00 |
| 30 Dammer maunds at 1 qr. per lbs. ... ..                                      | 210  | 0 | 00 |
| 20 Flower wheat pounds at 12½ reas per lbs. ...                                | 60   | 2 | 50 |
| 40 Goat Skins at 1 qr. each. ... ..                                            | 10   | 0 | 00 |
| 40 Hides Cow at 2½ Rs. each. ... ..                                            | 100  | 0 | 00 |
| 4 Lacc Tent broad maunds at 1 Rs. and 75 reas<br>per lbs. ... ..               | 49   | 0 | 00 |
| 20 Oil cocoanut maunds at 80 reas per lbs. ...                                 | 112  | 0 | 00 |
| 60 Paper cartridges Reams at 12 Rs per Ream ...                                | 600  | 0 | 00 |
| 5 Rosine maunds at 1 Rs. and 25 reas per lbs. ...                              | 43   | 3 | 00 |
| 20 Tacks Copper pounds at 2 Rs. per lbs. ...                                   | 40   | 0 | 00 |
| 20 Ditto, Iron Ditto, at 1½ per lbs. ... ..                                    | 30   | 0 | 00 |
| 3 Timber teak 13½ feet long 14 Inches sqr.<br>pieces at 5½ Rs each. ... ..     | 174  | 0 | 00 |
| 3 Ditto, 14 Ditto, 13 Ditto, Ditto, 55 Rs.<br>each. ... ..                     | 165  | 0 | 00 |
| 2 Ditto, 13½ Ditto, 12½ Ditto. Ditto. 50 Rs.<br>each. ... ..                   | 100  | 0 | 00 |
| 3 Ditto, 13½ Ditto, 12 Ditto, Ditto, 42 Rs.<br>each. ... ..                    | 126  | 0 | 00 |
| 250 Twine country 1st sort pounds at 1 qr. per lbs. ...                        | 62   | 2 | 2  |
| 3 Wine spirit of Gallons at 15 Rs. per Gallon. ...                             | 48   | 0 | 00 |
| Total Rs two thousand seventy three three quar-<br>ters and fifty reas. ... .. | 2073 | 3 | 50 |

Camp at Seroor 1st Nov. 1814

(Signed) T. C. HARRIS,  
Assist. Com. General.

Received payment

(Signed) T. C. HARRIS,  
Assist. Com. General.

**J. Thomas Charlton Harris** major and assistant commissary gen. do hereby solemnly swear that the charges contained in this account are faithful just and correct and that neither directly nor indirectly have I derived nor will I derive any profit emolument or advantage from my situation by the receipt supply expenditure or otherwise of the money or stores of my department beyond the regular allowances granted me by government and that no person or persons in my department have with my knowledge and concurrence derived any profit immolument or advantage directly or indirectly by the same.

So help me God

(Signed)

**T. C. HARRIS,**  
Asst. Com. Gen.

(Signed) **LIONEL SMITH,**

Stated amount of this bill, ..... 2073 3 50

Deduct agreeably to the list of prices from Seror for the month of October 1814.

10 Brooms charged at 20 reas each instead of 10... .. " 1 "

40 Hides Cow charged at 2½ Rupees each instead of 24..... 10 " " "

10 1

2063 3 50

Passed agreeably to the decision of government under date the 22d ultimo for the sum of Rupees (2063 2 50) two thousand sixty three two quarter and fifty reas.

(Signed)

**WILLIAM BROOKS,**  
Mil. Aud. Gen.

**B O M B A Y** }  
MIL. AUD. GEN. OFFICE }  
13th Jan. 1815. }

( B 2. )

*Major T. C. Harris Assistant Commissary General, — Dr.*

|      |                                                                               |     |    |    |
|------|-------------------------------------------------------------------------------|-----|----|----|
| To 3 | Pieces of teak timber 13½ feet long and 14 inches sqr, at 58 Rupees each. ... | 174 | 0  | 00 |
| 3    | Ditto, Ditto, 14 Ditto, 13 Ditto, at 55 Ditto, each. ...                      | 165 | 0  | 00 |
| 2    | Ditto, Ditto, 13½ Ditto, 12½ Ditto, at 50 Ditto, each. ...                    | 100 | 0  | 00 |
| 4    | Ditto, Ditto, 13½ Ditto, 12 Ditto, at 42 Ditto, each. ...                     | 126 | 0  | 00 |
|      | Rupees. 565                                                                   | 0   | 00 |    |

Camp at Seroor 31st October 1814  
Errors Excepted and Content received.

per **परगिचप**

**WASOODEW.**

( B 1. )

*Major T. C. Harris Assist. Commissary General,—Dr.*

|    |   |                                        |         |     |        |
|----|---|----------------------------------------|---------|-----|--------|
| To | 3 | Pieces teak timber 13½ feet long & 14  |         |     |        |
|    |   | Inch square at Rs each. ... ..         | 138     | 0   | 00     |
|    | 3 | .....".....".....14....."....." & 13   |         |     |        |
|    |   | at Rs. each. ... ..                    | 126     | 0   | 00     |
|    | 2 | .....".....".....13½....."....." & 12½ |         |     |        |
|    |   | at 36 Rs. each. ... ..                 | 72      | 0   | 00     |
|    | 3 | .....".....".....13½....."....." & 12  |         |     |        |
|    |   | at 34 Rs. each. ... ..                 | 102     | 0   | 00     |
|    |   |                                        | Rupees. | 438 | 0   00 |

Serroot 31st October 1814.  
E. E. & Content Received.

per पखीये  
WASSOODEV,

D U P L I C A T E

*Major T. C. Harris Assist. Commissary General,—Dr.*

|    |   |                                        |         |     |        |
|----|---|----------------------------------------|---------|-----|--------|
| To | 3 | Pieces teak timber 13½ feet long & 14  |         |     |        |
|    |   | Inch square at 46 Rs. each. ... ..     | 138     | 0   | 00     |
|    | 3 | .....".....".....14....."....." & 13   |         |     |        |
|    |   | at 42 Rs. each. ... ..                 | 126     | 0   | 00     |
|    | 2 | .....".....".....13½....."....." & 12½ |         |     |        |
|    |   | at 36 Rs. each. ... ..                 | 72      | 0   | 00     |
|    | 3 | .....".....".....13½....."....." & 21  |         |     |        |
|    |   | at 34 Rs. each. ... ..                 | 102     | 0   | 00     |
|    |   |                                        | Rupees. | 438 | 0   00 |

Serroot 31st October 1814.  
E. E. and Content Received.

per पखीये  
WASSOODEV,

## ( A 3. )

*INDENT upon MAJOR T. C. HARRIS Assistant commissary general Poona Subsidiary Force for articles required for the commissary of stores department in Decan for the month of October 1814. Head quarters Camp at Serroor 1st October 1814.*

| Letters | NAMES OF STORES.             | Established Proportion. | Remaining of former supplies | Articles indented for | For what purposes required             | Admitted of by the commanding officer. |
|---------|------------------------------|-------------------------|------------------------------|-----------------------|----------------------------------------|----------------------------------------|
| B       | Brooms .....                 | "                       | "                            | 10                    | For the general purposes of Department | LIONEL SMITH, Colonel.                 |
| C       | Charcoal..... Maunds         | 1500                    | 348                          | 200                   |                                        |                                        |
| "       | Copperas ..... lbs.          | "                       | "                            | 2                     |                                        |                                        |
| D       | Dammer..... Maunds           | 210                     | 158                          | 30                    |                                        |                                        |
| F       | Flour wheat..... lbs.        | "                       | "                            | 20                    |                                        |                                        |
| G       | Goat Skins.....              | 20                      | "                            | 40                    |                                        |                                        |
| H       | Hides Cow .....              | 100                     | 53                           | 40                    |                                        |                                        |
| L       | Lace tent broud ... Maunds   | "                       | 1                            | 4                     |                                        |                                        |
| O       | Oil Cocanutt.....            | 40                      | 16                           | 20                    |                                        |                                        |
| P       | Papercartridges..... Reams   | 250                     | 157                          | 50                    |                                        |                                        |
| R       | Rosine..... Maunds           | 25                      | 13-10                        | 5                     |                                        |                                        |
| T       | Tacks copper..... lbs.       | 15                      | 11                           | 20                    |                                        |                                        |
| "       | " Iron .....                 | "                       | 6                            | 20                    |                                        |                                        |
| "       | Timbers teack 13½ feet long  | 40                      | 18                           | 3                     |                                        |                                        |
| "       | 14 Inch Sq pieces.....       |                         |                              | 3                     |                                        |                                        |
| "       | " 14 " " 13 " " "            |                         |                              | 2                     |                                        |                                        |
| "       | " 13½ " " 12½ " " "          |                         |                              | 3                     |                                        |                                        |
| "       | " 13½ " " 12 " " "           | 580                     | 186                          | 250                   |                                        |                                        |
| "       | Twine country 1st Sort lbs.  |                         |                              |                       |                                        |                                        |
| W       | Wine sperit of ..... Gallons | 9                       | 2½                           | 3                     |                                        |                                        |

I do hereby certify that the articles specified in this indent are indispensably necessary for the purposes therein mentioned according to the best of my Judgement and belief after the most careful examination.

RICHARD WHISH.  
Commissary.

## ( X )

*Memorandum of Cash paid to Captain Wish.*

|                                     |     |         |     |               |
|-------------------------------------|-----|---------|-----|---------------|
| For July on the 12th Aug. 1814..... | Rs. | 2557    | 0   | 00            |
| For Aug. on the 21st Sept. Do.....  |     | 2611    | 0   | 00            |
| For Sept. on the 14th Oct. Do.....  |     | 2382    | 0   | 00            |
| For Oct. on the 11th Nov. Do.....   |     | 1871    | 3   | 50            |
| For Nov. on the 18th Dec. Do.....   |     | 4041    | 0   | 00            |
| For Dec. on the 19th Jan. Do.....   |     | 1104    | 3   | 25            |
| For Jan. on the 21st Feb. Do.....   |     | 508     | 3   | 00            |
| 2557.....3093                       | 3   | 59..... | 536 | 3 59          |
| 2611.....3126                       | 2   | 83..... | 515 | 2 83          |
| 2382.....3019                       | 1   | 30..... | 637 | 1 30          |
| 1871 3 50.....2073                  | 3   | 50..... | 202 | 0 00          |
| 4041.....4489                       | 0   | 90..... | 448 | 0 90          |
| 1104.....1247                       | 1   | 55..... | 143 | 1 55          |
|                                     |     |         |     | <hr/>         |
|                                     |     |         |     | 2   2483 2 15 |
|                                     |     |         |     | 1241 3 17     |

|           |                                                                                                                             |      |      |                                                                                                                                                                        |       |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------|------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---|
| 1812.     | To Balance of Dooley Bearers settled with you .....                                                                         | 9    | "    | By account settled with you this day at Panderoor .....                                                                                                                | 2391  | " |
|           | " Pay of 2 packers for September. ....                                                                                      | 17   | "    | " Amount advanced by you for raising Maushy's cloth. ....                                                                                                              | 100   | " |
|           | " Amount of Condaphas cash recd. by you on my account. ....                                                                 | 442  | "    | " Amount received by Mr. Bocarro on my account at Panduroor. ....                                                                                                      | 94    | " |
|           | " Amount of all accounts settled till 31st January 1813 a balance in my favour cattle pay of field &c. ....                 | 1441 | "    | " Amount of Duffadars money in my hands due to you. ....                                                                                                               | 1600  | " |
|           | " Amount of 10 Lottery tickets in the Madras for 1812. ....                                                                 | 350  | "    | " Amount of Major's pay for December. ....                                                                                                                             | 431   | " |
|           | " Ditto received from Dorabai on my account. ....                                                                           | 508  | "    | " Ditto of your pay for ditto. ....                                                                                                                                    | 100   | " |
|           | " Ditto for a palankin from Bombay. ....                                                                                    | 149  | "    | " Ditto difference of 100 Rupees in my hands after we had settled the account a balance due by me in January. ....                                                     | 65    | " |
|           | " Ditto of accounts settled for February 1813. ....                                                                         | 160  | "    | " Ditto paid by you for gold bangles for Miss Bucarro. ....                                                                                                            | 54    | " |
|           | " Ditto paid Kossary and another man of yours while at Bombay. ....                                                         | 65   | "    | " Ditto ready cash from you. ....                                                                                                                                      | 50    | " |
|           | " Amount Trevenagadums bond in my favour for which you become security (and which I returned receipt to you). ....          | 1000 | "    | " Ditto advances made by you to the bearers. ....                                                                                                                      | 89    | " |
|           | " Amounts 1 cart of mine charges by you to the Commissary. ....                                                             | 120  | "    | " Ditto purchase of 21 Tickets in the Madras Lottery for 1812. ....                                                                                                    | 735   | " |
|           | " Ditto borrowed from Mr. Bocarro for the dance on the night of the 23d March 1813. ....                                    | 50   | "    | " Ditto renewing 15 Tickets deducting for 6 prizes of 30 pagodas each on the 2d Class balance. ....                                                                    | 483   | " |
|           | " Amount of a draft in favor of Adrao on Mr. Bocarro at Bombay. ....                                                        | 200  | "    | " Ditto Hajar collections received by me 450 and only credited to you 400 a balance in my hand....                                                                     | 55    | " |
|           | " Amount to Kondapah on your account for settle his drivers pay, this having attacked him and you hired me to pay him. .... | 64   | "    | " Ditto received from Duffadars on account of the advances. ....                                                                                                       | 250   | " |
|           | " Amount paid on the Hawley day of the same having recovered by you from the Duffadars. ....                                | 10   | "    | " Ditto ready Cash received from you. ....                                                                                                                             | 40    | " |
|           | " Amount difference of Dooley Bearers of Corp. ....                                                                         | 60   | "    | " Ditto do. do. do. ....                                                                                                                                               | 55    | " |
|           | " Ditto pay of two packers for April and May. ....                                                                          | 39   | "    | " Ditto of Cloth from Madras as per Invoice with expenses included 189 Pagodas or Rs. ....                                                                             | 661   | " |
|           | " Ditto two colles on your account to Bombay. ....                                                                          | 9    | "    | The Amount of two hundred Rupees received from Marangany in the month of the Same having deducted by Lieut. James from the public Cash as as per account Settled. .... | 200   | " |
|           | To amount 19 new Bearers entertained in tow of those with Mrs. Ballasses. ....                                              | 52   | "    | " Amount by a mistake having remitted to Bombay again drawn. ....                                                                                                      | 400   | " |
|           | " Amount of difference in Store Bill for Store department January Rs. 890 half of the amount. ....                          | 420  | "    | The Purchase of a Chestnut horse for Rs. 400 the Same having Sold back to you for 315 Rupees difference. ....                                                          | 85    | " |
|           | " Amount of difference in Store Bill for Store dept. in December 1813 Rs. 632 half of the amount. ....                      | 316  | "    | The Amount received from you by a Draft On Bombay on Dowlet Ram Ghatetee mutt. ....                                                                                    | 500   | " |
|           | " Amount of difference in Store Bill for Store dept. in November 1813 Rs. 207 half of the amount. ....                      | 103  | "    | The Amount paid or deducted from the Statement of Cash for March 1814 by Lieut. James on accounts of my Tickets. ....                                                  | 530   | " |
|           | " Amount of difference in Store Bill for Feb. Rs. 880 the half of the amount. ....                                          | 440  | "    | The Amount of a Draft in favor of Mr. Bocarro drawn by Mrs. Prother on Leake Esq. ....                                                                                 | 200   | " |
| Mar. 29th | " Amount of 3 Madras Tickets sold to you Pagoda one hundred thirty five at 3½ Rs. per Pagoda. ....                          | 472  | "    | Error in Calculations in December 1813 due to you. ....                                                                                                                | 100   | " |
|           | " Amount of Dewand Rows debt thro' you. ....                                                                                | 342  | "    | The Amount received on your account at Poona. ....                                                                                                                     | 2000  | " |
|           | " Ditto of difference of Stores Buil for March being 659 half of the amount. ....                                           | 332  | "    | The Amount received on your account at Poona. ....                                                                                                                     | 6000  | " |
|           | " The amount of Mastries Pay for Broken price. ....                                                                         | 69   | "    |                                                                                                                                                                        |       |   |
|           | " The Amount of 50 Bullocks pay for Broken De. ....                                                                         | 61   | "    | Balance due to Pooneeholy. ....                                                                                                                                        | 16271 | 3 |
|           | " The Amount of 2½ per Cent upon your charges from June 1813 March 1814 being 63,775. 2. 02. ....                           | 1644 | 1 65 | Ditto. ....                                                                                                                                                            | 3992  | " |
|           | " The Amount of Purchase of 18,000 maunds of Rice being Hupees 45000. ....                                                  | 1125 | "    |                                                                                                                                                                        | 6000  | " |
|           | " The Amount of 50 Bullocks pay for April. ....                                                                             | 250  | "    |                                                                                                                                                                        |       |   |
|           | " ditto of Petty Mastries Pay for March. ....                                                                               | 35   | "    |                                                                                                                                                                        |       |   |
|           | " ditto of 2 Packers pay for March. ....                                                                                    | 17   | "    |                                                                                                                                                                        |       |   |
|           | To the Amount of difference in Store bill for April. ....                                                                   | 202  | "    |                                                                                                                                                                        |       |   |
|           | " Amount of 2½ per Cent upon your charges for 37-9-3-78 for April. ....                                                     | 94   | 1 45 |                                                                                                                                                                        |       |   |
|           | " Amount of your Bond due to me on account of Patan money one intolestment for April. ....                                  | 400  | "    |                                                                                                                                                                        |       |   |
|           | " Amount of your Bond delivered you for Rs. 2898 being balance due on that account. ....                                    | 598  | 2 88 |                                                                                                                                                                        |       |   |
|           | " Amount ready Cash paid you. ....                                                                                          | 500  | "    |                                                                                                                                                                        |       |   |
|           | " Amount of my Draft for Rs. 2000 on Mr. Bocarro. ....                                                                      | 2030 | "    |                                                                                                                                                                        |       |   |
|           | " Amount of two Packers pay for April, May and June at 17½. ....                                                            | 52   | "    |                                                                                                                                                                        |       |   |
|           | " Amount of Writer, Pay for April May and June at 25 Rs. per month. ....                                                    | 75   | "    |                                                                                                                                                                        |       |   |
|           | " Amount per Centage of Charges for May. ....                                                                               | 230  | 2 29 |                                                                                                                                                                        |       |   |
|           | " Amount of 50 Bullocks pay for May. ....                                                                                   | 250  | "    |                                                                                                                                                                        |       |   |
|           | " Amount difference of Store Bill for May. ....                                                                             | 435  | "    |                                                                                                                                                                        |       |   |
|           | " Amount Ditto of do. for June. ....                                                                                        | 233  | "    |                                                                                                                                                                        |       |   |
|           | " Amount per Centage of Charges for June. ....                                                                              | 279  | 1 40 |                                                                                                                                                                        |       |   |
|           | " Amount of 50 Bullocks pay in June. ....                                                                                   | 140  | "    |                                                                                                                                                                        |       |   |
|           | " Amount of Petty Mastries Pay for April May and June at 35½ Rs. ....                                                       | 115  | "    |                                                                                                                                                                        |       |   |
|           | " Amount of ready Cash paid you for Natch. ....                                                                             | 100  | "    |                                                                                                                                                                        |       |   |
|           | " Amount paid for Gospalah. ....                                                                                            | 50   | "    |                                                                                                                                                                        |       |   |
|           | " Amount for Natch at my house. ....                                                                                        | 300  | "    |                                                                                                                                                                        |       |   |
|           | " Amount ready Cash. ....                                                                                                   | 25   | "    |                                                                                                                                                                        |       |   |
|           | " Amount Do. Do. ....                                                                                                       | 2    | "    |                                                                                                                                                                        |       |   |
|           | " Amount of 200 Rs. deducted from Bullocks pay. ....                                                                        | 100  | "    |                                                                                                                                                                        |       |   |
|           | " Amount of Horse Sale. ....                                                                                                | 2    | "    |                                                                                                                                                                        |       |   |
|           | " Amount of ready Cash for Sweetmeat. ....                                                                                  | 245  | "    |                                                                                                                                                                        |       |   |
|           | " Amount of Charges for July 1814 at 93½. ....                                                                              | 249  | 1 89 |                                                                                                                                                                        |       |   |
|           | " Amount of differences between the Store Bill. ....                                                                        | 285  | 2 50 |                                                                                                                                                                        |       |   |
|           | " Amount of Charges for August 1814 Rs. 1133½. ....                                                                         | 237  | 3 41 |                                                                                                                                                                        |       |   |
|           | " Amount difference of Store Bill. ....                                                                                     | 203  | 1 68 |                                                                                                                                                                        |       |   |
|           | " Amount of charges for September 1813 3. ....                                                                              | 318  | 2 55 |                                                                                                                                                                        |       |   |
|           | " Amount of difference of Store Bill. ....                                                                                  | 335  | 1 90 |                                                                                                                                                                        |       |   |
|           | " Amount of charges for Oct. Rs. 13419. ....                                                                                | 101  | "    |                                                                                                                                                                        |       |   |
|           | " Amount of difference of Store Bill. ....                                                                                  | 148  | 68   |                                                                                                                                                                        |       |   |
|           | " Amount of charges for Nov. 5946 3 48. ....                                                                                | 224  | 45   |                                                                                                                                                                        |       |   |
|           | " Amount of difference of Store Bill. ....                                                                                  | 160  | "    |                                                                                                                                                                        |       |   |
|           | " Amount of pay for writer for July August September Oct. at 25 Rs. per month. ....                                         | 139  | "    |                                                                                                                                                                        |       |   |
|           | " Amount of Pay for Minquet at 45 Rs. a month for Nov. Dec. Jan. Feb. and 39 Rs. in March. ....                             | 345  | 2    |                                                                                                                                                                        |       |   |
|           | " Amount of Petty Mastries for July Aug. Sept. Oct. Nov. Dec. Jan. Feb. and March at 39½ per month. ....                    | 271  | 4 31 |                                                                                                                                                                        |       |   |
|           | The Amount of charges for Dec. 16100 3 65. ....                                                                             | 76   | 2 77 |                                                                                                                                                                        |       |   |
|           | Ditto difference of Store Bill Do. ....                                                                                     | 619  | 90   |                                                                                                                                                                        |       |   |
|           | The Amount of charges for Jan. 1815 24789 " 10. ....                                                                        | 345  | "    |                                                                                                                                                                        |       |   |
|           | Ditto differences of Store Bill Do. ....                                                                                    | 417  | "    |                                                                                                                                                                        |       |   |
|           | The Amount of charges for Feb. 1815 13505 3 86. ....                                                                        | 756  | "    |                                                                                                                                                                        |       |   |
|           | The Amount of charges for March 1815 19994 " 84. ....                                                                       | 720  | "    |                                                                                                                                                                        |       |   |
|           | The Amount of 150 Bullocks pay for January. ....                                                                            | 720  | "    |                                                                                                                                                                        |       |   |
|           | Ditto of 150 Ditto pay for February. ....                                                                                   | 720  | "    |                                                                                                                                                                        |       |   |
|           | Ditto of 150 Ditto pay for March. ....                                                                                      | 720  | "    |                                                                                                                                                                        |       |   |
|           | Ditto differences of pay for 3 days in November paid to Bullock Owners less. ....                                           |      | "    |                                                                                                                                                                        |       |   |

( E. )

*Bombay 19th October 1815.*

DEAR CORNELIO,

I have received yours of 13th and 14th Inst. and you may write direct to me or enclose it to Mr. L. de Silva, I have said before to you that I dont care about whatever they may endeavour about Pandaries business which is all false however you must always inform me what is going on. You must say exactly what I have said that the Merchant Bills are made out by you in the office by Order of Poonykooty and that some of them are Signed by Poonykooty in the office under different names Such as Mootoo, Ramsamy and those of Maratah names he got any Servant of the Dept. to Signe them such as Babooraw or any other person but to your knowledge that they were not the Merchants who Supplied the articles, there are several Bills which Poonykooty have Signed and I have selected all those, on your seeing them those that are marked with Scales under the name of Satoo you must say that Poonykooty made them mark as I have said and those under the name of Nursoo the writing are of some other person, but you never saw any Butcher by that name nor any of that name to the best of your Knowledge was in Camp the writing of the said names in English are some as you will perceive under Poonykootes writing and those under my writing you should say that to the best of your knowledge they are my writing. Those under the name of Mootoo and Ramsamy you can say that were Signed by Poonykooty in the office First in your presence as it actually was and that you know nothing more If they enquire of Poonykooty receiving any Pay you can say that he received 100 Rs. they will have you know, say that you always understood that I recd. 200 Poonykooty 100 Naranjee 100 and John 100 and you was employed on account of feild service and that Since I retired you was fixed in permanent Establishment They will enquire of an account of Cash between me and P. and by whose desire you made it; say by the desire of Poonykooty and thro' the account P. give in roughpaper, be careful what I mention, you must see me when you arrive at Bombay then I shall explain you more. Now Poonykooty will be tried by an Expecial Sesion and in mean time he is under Close Custody in the Police office and remains there only on account of examination or he would be sent to Goal and no Security is to be taken of him; I think he will go to the Davil and no person expects here any thing more than that he will be transported. I am sorry Murangany is troubled by that Rascal of Trevenyadam you may tell him that I shall do my best to bring that Scoundrel to Bombay or get him turned out of that Camp. All your family are well.

thine as ever,

JÓSEPH DE SOUZA.

P. S. do not forget to mention to Babooraw what I have said and he can say that Poonykooty asked him to Signe and he did but take care he must not say that I asked him to do so.

( A. B. )

*Dr. Joseph de Sousa in account Current with Poomkooty Cr.*

| 1812                                                                                                                                                     | 1812  | Sept. 22                                                                                                     | 1812  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------------------------------------------------------------------------------------------------|-------|
| To Balance of Dooley Bearers settled with you,                                                                                                           | 9     | By Account Settled with you this day at Panduroo,                                                            | 5294  |
| " Pay of 2 Packers for September, ...                                                                                                                    | 17 2  | " Amount advanced by you for reliving Monshys Cloth, ...                                                     | 100   |
| " Cash received from Kodipath on my act. The accounts settled up to 31st Jan. 1813 a balance exhibiting in my favor including the cash Pay in field, ... | 432   | " Amount received by Mr. Boearro on my account at Panderoo, ...                                              | 94    |
| " Amount of 10 Lottery Tickets Madras for 1812, ...                                                                                                      | 1443  | " Amount of dudlars money in my hands due to you,                                                            | 1660  |
| " Amount from Dorajee on my account, ...                                                                                                                 | 320   | " Amount of Majors pay for December, ...                                                                     | 431   |
| " Amount of a Palanquin from Bombay, ...                                                                                                                 | 560   | " Ditto of you Do., ...                                                                                      | 100   |
| " Amount of accounts settled for Feb. 1813, ...                                                                                                          | 160 2 | " Ditto difference of 100 Rs. in my hands after we had settled the account a balance due by me in January,   | 65    |
| " Amount paid Konary and another name while at Bombay, ...                                                                                               | 63    | " Ditto paid by you for Gold bangles for Miss Boearro, ...                                                   | 54    |
| " Amount Trevengadam Bond you being Security,                                                                                                            | 1000  | " Ditto ready Cash from you, ...                                                                             | 89    |
| " Amount for a Cart of mine engaged you to Government, ...                                                                                               | 120   | " Ditto advances made by you to the Bearers Ditto purchase of 21 Tickets in the Madras Lottery for 1812, ... | 735   |
| " Amount lowered from Mr. Boearro for March 23d March 1813, ...                                                                                          | 50    | " Ditto removing 15 Tickets deducting for 6 Pices of 30 Pagodas each on the 2d Class Balance,                | 483   |
| " Amount of a Draft in favour of Adriano on Mr. Boearro,                                                                                                 | 200   | " Ditto Bazar collections received by me 455 and only credited to you 400 a balance in my hands,             | 55    |
| " Amount to Kondapah on your account to settle the Drivers pty,                                                                                          | 64    | " Ditto advances from Galdadar on account of the advances from you, ...                                      | 236   |
| " Amount paid in Howley day the same Amount received you,                                                                                                | 10    | " Ditto ready Cash from you, ...                                                                             | 40    |
| " Amount difference of Doolee Bearers of Corps,                                                                                                          | 60    | " Ditto ditto ditto ditto, ...                                                                               | 55    |
| " Amount pay of 2 Packers for April and May at 1 1/2 per Month,                                                                                          | 35    | " Ditto of cloth from Madras at per Invoice with the expenses included 189 Pagodas or Rs. ...                | 661 2 |
| " Amount of 2 Coolies on your account to Bombay,                                                                                                         | 5     |                                                                                                              |       |
| " Amount of Bearers (19) in law of those with Mrs. Ballases,                                                                                             | 52 2  |                                                                                                              |       |
| " Amount of difference in store bill 840 rs. January,                                                                                                    | 430   |                                                                                                              |       |
| " Amount of ditto 692 rs. Dec. 1813                                                                                                                      | 316   |                                                                                                              |       |
| " Amount of ditto 207 rs Nov. do                                                                                                                         | 103 2 |                                                                                                              |       |
| " Amount of ditto 880 rs. Feb. 1814                                                                                                                      | 440   |                                                                                                              |       |
| " Amount of 3 Madras Tickets for Pagodas 135 sold to you,                                                                                                | 472   |                                                                                                              |       |
| " Amount of Jewan Raws debt thro' you being Security,                                                                                                    | 366   |                                                                                                              |       |
| " Amount difference of store bill for March 1814 rs. 689,                                                                                                | 242 2 |                                                                                                              |       |
| " Amount of mastries pay broken period...                                                                                                                | 69 2  |                                                                                                              |       |

| <i>Brought over Rs.</i>                                                                       |           |      |
|-----------------------------------------------------------------------------------------------|-----------|------|
| To Cash Amount of 50 Bullocks pay broken period in March, ...                                 | 7251      | "    |
| " Amount of percentage on charges since June 1813 till March 1814 amounting to Rs. 63776 2    | 64 2      | "    |
| " The Amount of Purchase of 18,000 maunds of Rice being Rupees 45000,                         | 1644      | 165  |
| " The Amount of 50 Bullocks pay for April,                                                    | 1125      | "    |
| " Bill of Petty Masters Pay for March,                                                        | 250       | "    |
| " of 2 Packers pay for March, ...                                                             | 38 2      | "    |
| " Amount of difference in Store Bill for April,                                               | 17 2      | "    |
| " Amount of 24 per Cent upon your charges for 3729 3 78 for April, ...                        | 202       | "    |
| " Amount of your Bond due to me on account of your Palan money one installment for April, ... | 94 0 45   | "    |
| " Amount of your Bond delivered you for Rs. 2898 being balance due on that account,           | 400       | "    |
| " Amount ready Cash paid you,                                                                 | \$98 2 83 | "    |
| " Amount of my Draft for Rs. 2000 on Mr. Bocarto,                                             | 500       | "    |
| " Amount of two Packers pay for April May and June at 17 1/4                                  | 2030      | "    |
| " Amount of Writers Pay for April May and June at 25 Rs. per Month,                           | 52 2      | "    |
| " Amount per Centage of charges for May,                                                      | 75        | "    |
| " Amount of 50 Bullocks pay for May,                                                          | 230       | 2 29 |
| " Ditto difference of store Bill for May,                                                     | 230       | "    |
| " Ditto of Do.                                                                                | 425       | "    |
| " Ditto of 50 Bullocks pay in June, ...                                                       | 333 2     | "    |
| "                                                                                             | 140       | "    |

*Carry over Rs.* 16032 3 27

| <i>Brought over Rs.</i>                                                                                                                                  |       |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---|
| The Amount of two hundred Rs. received from Murangany in the month of the same having deducted by Lt. James from the Public Cash as per account Settled, | 7256  | " |
| " The Amount by a measale having remitted to Bombay again drawn,                                                                                         | 200   | " |
| " The Purchase of a Chestnut horse for Rs. 400 the same having Sold back to you for 315 Rupees the difference,                                           | 400   | " |
| " The Amount received from you by a Draft on Bombay on Dowlet Ram Ganabear Moll,                                                                         | 83    | " |
| " The Amount paid or deducted from the Statement of Cash for March 1814 by Lt. James on accounts of my Tickets,                                          | 500   | " |
| " The Amount of a Draft in favor of Mr. Bocarto drawn by Mrs. Prolher On Lenke Esq., ...                                                                 | 530 1 | " |
| " Error in Calculation in Dec. 1813 due to you, ...                                                                                                      | 200   | " |
| "                                                                                                                                                        | 100   | " |

*Carry over Rs.* 9271 3

|                       |                                                                                                   | <i>Brought over Rs.</i> |      |
|-----------------------|---------------------------------------------------------------------------------------------------|-------------------------|------|
| To the                | Amount of Petty Masters Pay for                                                                   | 16032                   | 3127 |
| "                     | April May and June at 38½ Rupees,                                                                 | 115                     | 2    |
| "                     | Amount of ready Cash paid you for                                                                 | 100                     | "    |
| "                     | Natch, .....                                                                                      | 50                      | "    |
| "                     | Ditto paid for Gopaliah, ...                                                                      | 360                     | "    |
| "                     | Ditto for Natch at my House,                                                                      | 2                       | "    |
| "                     | Ditto ready Cash, ...                                                                             | 100                     | "    |
| "                     | Ditto do. do. ...                                                                                 | 2                       | "    |
| "                     | Ditto of 200 Rs. deducted from Bullocks pay,                                                      | 2                       | "    |
| "                     | Ditto of Horse Sale, ...                                                                          | 246                     | 2    |
| "                     | Ditto of ready Cash for Sweetmith, ...                                                            | 208                     | 1    |
| "                     | Ditto of Charges for July 1814 9812                                                               | 233                     | 2    |
| "                     | Ditto of differences between the Store Bill, ...                                                  | 257                     | 3    |
| "                     | Ditto of charges for August 1814 Rs. 11338,                                                       | 203                     | 1    |
| "                     | Ditto of differences of store Bill, ...                                                           | 318                     | 2    |
| "                     | Ditto of charges for September 8136                                                               | 335                     | 1    |
| "                     | Ditto of difference of store Bill, ...                                                            | 101                     | "    |
| "                     | Ditto of charges for October Rs. 13419,                                                           | 146                     | "    |
| "                     | Ditto of difference of Store Bill, ...                                                            | 224                     | "    |
| "                     | Ditto of charges for November 3846                                                                | 100                     | "    |
| "                     | Ditto of difference of Store Bill, ...                                                            | 139                     | "    |
| "                     | Ditto of Pay for Writer for July August September October at 25 Rs. per Month,                    | 377                     | 2    |
| "                     | Amount of Pay for Mingeel at 45 Rs. a Month for Nov. Dec. Jan. and Feb. 39 Rs. in March, ...      | 70                      | 2    |
| "                     | Amount of Petty Masters for July August Sept. Oct. Nov. Dec. Jan Feb. and March at 88½ per Month, | 619                     | "    |
| "                     | Amount of charges for Dec. 15100                                                                  | 346                     | 2    |
| "                     | Ditto difference of Store Bill Do. ...                                                            | 377                     | 2    |
| "                     | Ditto of charges for Jan. 1815 24768                                                              | 70                      | 2    |
| "                     | Ditto differences of Store Bill, ...                                                              | 619                     | "    |
| "                     | Ditto of charges for Feb. 1815 13803                                                              | 346                     | 2    |
| "                     | Ditto of charges for March 1815 19091                                                             | 477                     | "    |
| "                     | Ditto of 150 Bullocks pay for Jan. ...                                                            | 750                     | "    |
| "                     | Ditto of 150 Ditto pay for Feb. ...                                                               | 750                     | "    |
| "                     | Ditto of 150 Ditto pay for Mar. ...                                                               | 750                     | "    |
| "                     | Ditto differences of Pay for days in Nov. paid to Bullock Owners less, ...                        | 23903                   | 2    |
| <i>Carry over Rs.</i> |                                                                                                   | 365                     | 39   |
|                       |                                                                                                   | 24271                   | 3    |

|                                        |                                | <i>Brought over Rs.</i> |   |
|----------------------------------------|--------------------------------|-------------------------|---|
| The Amount received on your account at | Poonn, ...                     | 9271                    | 3 |
| "                                      | Do. ...                        | 2000                    | " |
| "                                      | The Amount p'do. ...           | 5000                    | " |
| "                                      | Do. ...                        | 2922                    | " |
| "                                      | Balance due to Poonnkoody, ... | 5000                    | " |
| "                                      | Ditto ...                      | ...                     | " |
| "                                      | Do. ...                        | ...                     | " |
| <i>Carry over Rs.</i>                  |                                | 24271                   | 3 |

( F. )

*Statement of Cash for Feb. 1815. 18th Mar. 1815.*

|                                                      |            |        |   |    |        |      |
|------------------------------------------------------|------------|--------|---|----|--------|------|
| The Amount of Colonel Harris Pay for February,       |            | 2203   | 3 | 80 |        |      |
| Ditto of Conductor Egans Pay, ... ..                 | 158 0 25   |        |   |    |        |      |
| Ditto Col. Harris receipt,                           | 59070 0 00 |        |   |    |        |      |
| Ditto Ditto Ditto,                                   | 57430 0 00 |        |   |    |        |      |
| Ditto Servant Vages Bazar Department, ... ..         | 256 1 63   |        |   |    |        |      |
| Ditto Ditto Ditto,                                   | 269 3 00   | 117184 | " | 88 | 119388 | " 68 |
| <b>DEDUCTIONS.</b>                                   |            |        |   |    |        |      |
| The Amount Versaraweths order in favor of Narain,    | 150 0 00   |        |   |    |        |      |
| Ditto Chinchos order of Ditto,                       | 200 0 00   |        |   |    |        |      |
| Retrenchment Madras Bearers, ... ..                  | 43 3 07    |        |   |    |        |      |
| Bazar Collections for Jan.                           | 731 2 29   |        |   |    |        |      |
| Ditto for Feb.                                       | 731 2 29   | 1856   | 3 | 65 |        |      |
| The Amount advanced Lt. Tweedy 27th January,         | 3500 0 00  |        |   |    |        |      |
| 29th Ditto, ... ..                                   | 2000 0 00  |        |   |    |        |      |
| Ditto a Draft in favor of Hon'ble Elphinstone, ...   | 9250 0 00  | 14760  | " | "  |        |      |
| Ditto to Nurthan on your account, ... ..             | 2000 0 00  |        |   |    |        |      |
| Ditto a Draft in favor of Poonykooty 10,175, ...     | 10175 0 00 |        |   |    |        |      |
| Ditto to Mr. John on acct. of Poonykooty, ... ..     | 440 0 00   | 12815  | " | "  |        |      |
| Ditto recovered on my acct. from Bullock Owners, ... | 4965 0 00  |        |   |    |        |      |
| Ditto Doolce Bearers Pay,                            | 13375 2 00 |        |   |    |        |      |
| Ditto Mastries Pay, ... ..                           | 2485 0 00  |        |   |    |        |      |
| Ditto Conductor Egans pay,                           | 158 0 25   |        |   |    |        |      |
| Ditto Cornelios pay for Nov. Dec. Jan. and Feb.      | 230 0 00   |        |   |    |        |      |
| Ditto Mr. Joseph de Souza for February, ... ..       | 200 0 00   | 21463  | 2 | 25 |        |      |
| Ditto The Elephant Feeding from 24th March,          |            | 164    | " | "  |        |      |

*Doolee Bearers Pay.*

|                    |     |     |     |     |         |
|--------------------|-----|-----|-----|-----|---------|
| 3 Mucadums,        | ... | ... | ... | ... | 45      |
| 72 Bearers,        | ... | ... | ... | ... | 720     |
| 19 Bamboo Coolies, | ... | ... | ... | ... | 199 2   |
| 11 Subedars,       | ... | ... | ... | ... | 253     |
| 42 Mucadums,       | ... | ... | ... | ... | 630     |
| 1098 Bearers,      | ... | ... | ... | ... | 10980   |
| 2 Mucadums,        | ... | ... | ... | ... | 30      |
| 18 Tent Lascars    | ... | ... | ... | ... | 180     |
| 88 Bamboo Coolies, | ... | ... | ... | ... | 380     |
| 2 Ditto Ditto,     | ... | ... | ... | ... | 20      |
| 4 Engineer Ditto,  | ... | ... | ... | ... | 38      |
|                    |     |     |     |     | <hr/>   |
|                    |     |     |     |     | 13375 2 |

*Mas.*

|                     |     |     |     |     |       |
|---------------------|-----|-----|-----|-----|-------|
| 10 Head Mastries,   | ... | ... | ... | ... | 350   |
| 74 Second Mastries, | ... | ... | ... | ... | 1295  |
| 1 Head Ditto,       | ... | ... | ... | ... | 26 1  |
| 6 Second Ditto,     | ... | ... | ... | ... | 78 3  |
| 2 Head Ditto,       | ... | ... | ... | ... | 70    |
| 16 Second Ditto,    | ... | ... | ... | ... | 280   |
| 55 Petty Ditto,     | ... | ... | ... | ... | 385   |
|                     |     |     |     |     | <hr/> |
|                     |     |     |     |     | 2485  |

*The Amount Deduction from Bullock Owners.*

|                             |     |     |     |     |        |
|-----------------------------|-----|-----|-----|-----|--------|
| Meerangany,                 | ... | ... | ... | ... | 125    |
| Chinchoo,                   | ... | ... | ... | ... | 1587 2 |
| Versarawet                  | ... | ... | ... | ... | 1574   |
| Kondapah,                   | ... | ... | ... | ... | 75     |
| Incut Ruw,                  | ... | ... | ... | ... | 100    |
| Veerapah,                   | ... | ... | ... | ... | 1075   |
| Chicannah,                  | ... | ... | ... | ... | 75     |
| Poonykooty,                 | ... | ... | ... | ... | 137 2  |
| Mallayah,                   | ... | ... | ... | ... | 40     |
| 7 Petty Owners 25 Rs. each, | ... | ... | ... | ... | 175    |
|                             |     |     |     |     | <hr/>  |
|                             |     |     |     |     | 4965   |



( I. )

DEAR SIR,

I beg you will Pay to the Bearer Moocoonta the Sum of  
(5200) Rupees on My Account wich he will devide amongst  
the Shroff out of this Sum he to Pay.

|                        |     |     |     |          |
|------------------------|-----|-----|-----|----------|
| Raygeery,              | ... | ... | ... | Rs. 2500 |
| Puttan,                | ... | ... | ... | Rs. 1500 |
| Dowlaramgement Mull, & | ... | ... | ... | Rs. 1200 |

---

Total Rs. 5200

I am

Sir,

Your Most Obedent Servant.

POONEYAKOTY,

7th October }  
1811. }

( K. )

My Dear Sir,

I will be very much Obliged to you to Pay the Sum of 8000 Rupees which I mention in your Letter of 6th all this money to Pay to the Marchants not to Raygeery Gopay-there Fore you will be savor to give this Sum of Money to Mooconda My men and see the Sum of My Bills to be Payed regular.

I received two Letter today the Marchants not getting Money there Fore you will Pay the Money to My mane and to be Paid for My Bills in so doing I will be very much Obliged to you Sir.

And tall to Raygeery Gopay that I will Sent his money soon his not be Frade I expect to get more money that I will Pay him it will take 8 days Time there fore not to give this money to Gopay today one man Brought Book a Bill I am very much shame I hope you will Pay the Sum of Money to My men as soon as Possible I trust you will give this Money to Safe my Intrust dont But me in to trouble I am very sorry to Write you I must Settle my Dissences wich ray I lick.

I am

Sir,

Your Most Obedent Servant,  
FOONEXAKATY,

7th March }  
1812. }

## ( G. )

*Memorandum of Cash for March 1813.*

|                                                                                               |                        |
|-----------------------------------------------------------------------------------------------|------------------------|
| Received from L. James, ... ..                                                                | Rs. 22409              |
| <b>DEDUCTION.</b>                                                                             |                        |
| Paid you at Poona, ... ..                                                                     | 1000                   |
| Paid the Doolee Bearers, ' ... ..                                                             | 2011                   |
| Paid the Cattle, ... ..                                                                       | 7595                   |
| Paid Mastries, ... ..                                                                         | 350                    |
| Paid by Mr. John to the Cattle }<br>went with General Boye, }                                 | 14                     |
| Paid 2 Packers pay, ... ..                                                                    | 17 2                   |
|                                                                                               | <hr/>                  |
|                                                                                               | 10987 2                |
|                                                                                               | <hr/>                  |
|                                                                                               | Balance Rupees 11421 2 |
| The amount of Majors Pay, ... ..                                                              | 1110 2                 |
|                                                                                               | <hr/>                  |
|                                                                                               | 12,532 0               |
| Deduction of Kondapahspay ... 34                                                              |                        |
| paid for Bags at Poonah, ... 4                                                                |                        |
|                                                                                               | <hr/>                  |
|                                                                                               | 33 0                   |
|                                                                                               | <hr/>                  |
|                                                                                               | Rs. 12,494 0           |
| N. B. your Pay I have paid to Da.<br>rewgary and 400 from Kondapah to<br>make out the 500 rs. |                        |
| 10,000 in 5 Bags,                                                                             |                        |
| 1241 balance of 6000 which paid to Bullock people,                                            |                        |
| 11241                                                                                         |                        |
| 1253                                                                                          |                        |
| 12,494 from this amount I have paid Mrs. Bocarro Rs. 60 on<br>account of Kondapah,            |                        |

## ( H. )

|                            |     |     |       |        |
|----------------------------|-----|-----|-------|--------|
| The Amount of 2 Receipt    | ... | ... | ...   | 31651  |
| the Amount of your Pay.    | ... | ... | ..    | 100    |
| DEDUCTIONS.                | ... | ... | ...   | 31,751 |
| Paid the Cattle Dept.      | ... | ... | 7945  |        |
| Dooles Bearers,            | ... | ... | 2011  |        |
| Paid your order at Poona   | ... | ... | 12500 |        |
| to Seeradar Shoroff,       | ... | ... |       |        |
| Paid Darcawgeery on your   | ... | ... | 496   |        |
| account,                   | ... | ... | 300   |        |
| Paid Major for Remittance, | ... | ... | 100   |        |
| Paid Darcawgeery for to    | ... | ... |       |        |
| Complete the 500 your pay, | ... | ... |       |        |
|                            |     |     | 23352 | 23     |
| Paid you ready money       | ... | ... | 8000  |        |
| in 4 Bags,                 | ... | ... |       |        |
|                            |     |     | 31352 | 31751  |
|                            |     |     |       | 31352  |
|                            |     |     |       | 399    |

## ( L. )

Sir,  
 Pleast to Pay the Bearer the Sum of 4300 Rupees on My ac-  
 count.

I am,  
 Your most Obedent humble Servant.  
 POONEYAKOTY,

Camp at }  
 Seeror,  
 4th July 1811. }

Paid 7th July 1811.

## ( M. )

MY DEAR SIR,

Pleast to order  
 Mr. Carndio to give me 600 Rupees in So doing I will be very  
 much Oblige to you.

I am Sir,  
 your most Obedent Servant.  
 POONEYAKOTY,

January 6th 1815.

( O . )

Dr. *Joseph de Souza in account with Poonykooty* Cr.

| 1812                                                                                       |           | 1812                                                              |           |
|--------------------------------------------------------------------------------------------|-----------|-------------------------------------------------------------------|-----------|
| Sept. 22d                                                                                  |           | Sept. 22d                                                         |           |
| To Cash paid you at per following account,                                                 |           | By act. Settled with you this day at Punderpoor,                  | 2394 0 00 |
| To Balance of account Settled of Bearers, ...                                              | 9 0 00    | By do. of cloth of Mounshy which paid Rendd,                      | 100 0 00  |
| Sept 2 Packers Pay, ...                                                                    | 17 2 00   | By Cash received from your ready Cash to Mr. Bocarro, ...         | 94 0 00   |
| The amount of Konda-pahs Cash, ...                                                         | 442 0 00  | By Cash received the amount of the Duffadars Nony, ...            | 1600 0 00 |
| The amount of all the account Settled up to 31st Jan. 1803 Cattle pay of Field &c. ...     | 1444 0 00 | By Cash Majors pay Balance for Dec. including Poonyakoty Pay, ... | 531 0 00  |
| The amount of 10 Lottery Tickets at 35 Rs. each in Madras Government Lottery for 1812, ... | 350 0 00  | By the difference of accounts for January, ...                    | 65 0 00   |
| The amount received from Dorajjee Maneckjee on my account, ...                             | 500 0 00  | By Cash Paid for Gold for Bangles for Miss, Bocarro, ...          | 54 0 00   |
| The amount of New Fallenken from Bombay, ...                                               | 149 0 00  | By ready Cash, ...                                                | 50 0 00   |
| The amount of account Settled for February 23, ...                                         | 160 2 00  | By advance made by you to the Bearers, ...                        | 89 0 00   |
| To Amount paid Kotary & another man of yours at Bombay, ...                                | 65 0 00   | By Cash Purchased Madras Lottery Tickets for 1812 at 35 Rs. ...   | 735 0 00  |

Dr.

Cr.

|          |                                                                                                                                              |                                |  |  |  |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--|--|--|
| Apr. 5th | To one Cert of mine<br>charged by you to the,<br>To paid the amount bor-<br>rowed from Mr. B. for<br>the Dance on the 23d<br>March, ... ..   | 120 0 00                       |  |  |  |
|          | Paid you by a Draft in<br>favour of Adremon Mr.<br>Boarro, ... ..                                                                            | 50 0 00                        |  |  |  |
|          | Paid Kondapah or your<br>account to Settle the<br>Bullock Drivers Claim,<br>Paid by me ready Cash on<br>account of the Holly-<br>day, ... .. | 200 0 00<br>64 0 00<br>10 0 00 |  |  |  |
|          |                                                                                                                                              | 358 0 00                       |  |  |  |
|          | By Ditto to Rencoe 15.<br>Tickets in the second<br>Class deducting for 6<br>Tickets brought Prizes,<br>of 30 Pagoda cash, ...                | 483 0 00                       |  |  |  |
|          | By the amount of Bazar<br>Collecting having Cre-<br>dited you only Rs. 400<br>I Received 435 the<br>balance duo Ropeses, I..                 | 55 0 00                        |  |  |  |
|          | By Cash paid by Mr. L.<br>Fernandes, ... ..                                                                                                  | 91 0 00                        |  |  |  |
|          | By Cash taken from Bul-<br>lock People advance for<br>May, ... ..                                                                            | 230 0 00                       |  |  |  |
|          |                                                                                                                                              | 659 0 00                       |  |  |  |

( P. 2 )

Bombay 18th Dec. 1813.

**POONYAKOTY,**  
Pay to Capt. Sykes Rupees One Thousand on my Account.  
**T. C. HARRIS,**  
Pooniakoty Moodeliar,  
Seroor,

Received the above in full.  
**J. SYKES,**  
Dec. 24th 1813.

( Q. )

**JOSEPH,**

I shall leave this tomorrow morning and be at Poona about the 5th. You must come to Poona with the Papers for my Signature, and bring with you Mr. Frederickes Papers and Copies of all the Papers that relate to the Salt that he purchased in Sept. 1812. I have a letter from the Military Board requiring an Explanation on that purchase. Tell Pooniakoty to come likewise.

Yours.

**T. C. HARRIS,**

Bombay 31th Oct.

( P. 1 )

I Beg a favor to you that you will Pay to Sasaw-  
chul Chittocar, ... .. Rs. 400  
Raygeeree Cossay, ... .. Rs. 1250  
and I given to Puttan a letter for, ... .. Rs. 600

Total Rs. 2250

The above amount of Rupees you will Pay to the People and get receipt in sowdoing I will very Much Obligated to you and tale to Mr. Jon that the Horse remained at Checrapoor for his return to Seroor nothing to be addid.

I am Sir,

Your Most Obedent,  
Humblo Servant,  
**POONEYAKOTY,**

**SEROOR,**  
5th Augt. 1811.

For This Sum you will gat Ceroden

|                |     |     |     |
|----------------|-----|-----|-----|
| By Votapah,    | ... | Rs. | 300 |
| Mullayah, ...  | ... | Rs. | 400 |
| Namasap,       | ... | Rs. | 50  |
| Timmygoaada,   | ... | Rs. | 50  |
| Chicunna,      | ... | Rs. | 150 |
| Inketram,      | ... | Rs. | 450 |
| in My account, | ... | Rs. | 850 |

Total Rs. 2250

6th Augt. 1811.

Your Servant,  
**POONEYAKOTY,**

( R. )

MY DEAR,  
Sir,

I received your Letter and I told to Major the contents of your Letter. Major no any objection for your wish. The 16 Bearers will off from this Place to join you on tomorrow morning, and I want to know where the Ahmudnuggor's arrack contractors the amount of 140 Rupees which was received on the 15th of March last, where the above amount was credited in the month of Feb. account or you got yourself and also the ground rent this let me know, because the account current for 1st March Shews Rs. 941 1 92½ Paid to Mr. James and his receipt only appears Rupees 863 0 80 it will be shews the deference for 60 Rupees was charged more, in that the said account current, the Bazar abstract amount 269 3 0 which you will fully observe the copy of which was enclosed.

You taken from me 740 Rupees for advancing to the Dooley Bearer which they gone with Captain Mayne, and Soobudar told me only you Paid 120 Rupees for 12 mens, therefore let me know by which way will be get me the return of the said 20 Rupees.

And you will send me the account of the Estement of Cash how much amount Received from Paymaster with the abstract of Major, and howmuch amount you Taking and what amount you sent here for Paymt. only I received 4881, from the Tumbler, Therefore you will send me the particular account of the above money, when your going you told me the whole amount of the Duffedars &c. Pay, that I will receive here & afterwards will be deducts from them of your lending money, and will be Pay to Mr. Menguel now wheres I Pay him, however by the return of the Post you will send me the Particular account, and let know howmuch amount you Paid on my account to Mr. John and let me know howmuch his Balance remain against me in so doing faver I shall highly or oblige.

My dear,

Sir,

Your most obedient Servant,

POONEYAKOTY,

SERROR,

12th April 1812.

N. B. agreeable of your order on the same day Paid 300 Rupees to Ramchunder Raw—now out of my power, and Major already permitted you to go to Bombay agreeable of your desire—now I am inwaiting for the Payment of the Peoples therefore you will send me the account on the receipt.

Your Most Obedient,

POONEYAKOTY,

Narron Bapoosing Purvoo his respectfull complement to Mr. Joseph de Souza,

( S. )

JOSEPH,

I am very anxious to hear from you what has been going on. I cannot think what I am accused of. Can you let me know. Perhaps if Government was to know that I had seen you they might think they was something against me. Pray write to me. Have you heard from Lewis?

Yours,  
T. C. HARRIS,

22d August.

( S. 2 )

*Camp at Bowen 6th April 1815.*

LT. COL. HARRIS

SIR,

I have taken the liberty to adress you those lines, not as I wish, but as I am obliged to do so.

In the first place I have to point you may Services as Head in the office you hold to be a very long one, and long before you had been appointed to the Situation, my Services before you asumed the charge of the Dept. was. I am proud to say very satisfactory to my Employer and while under you those of transporting Grain &c. during the time of Col. Wallace and the time I was sent as your agent to Ahmednuggur to send Grain to Gaulnah and several other Services which I need not herein state, I hope have always been very satisfactory to you when you was ordered to join Col. Wallace at Tatupoor Trevangadum & Pooneykooty came to you & you had by degrees given them the management of purchases &c. as I thought it more beneficial to you, I did not wish to interfere in it, lastly this *Trevengadum* being to confidential man to you brought you in the danger of nearly losing your Character during the transaction in Bombay, than God the whole of that was with much trouble and difficulties Settled which put us all in great expenses while Trivangadum was thought not been employed in the Dept. when he actually was and who was the cause of having the old Depot Gram mixed with your contract Gram Government at this examination issued an order that *Trevengadum* Should not be trusted in any Company's Service here he draws an agreement with Pooneyakoty to get the profits in Provision, Grain, and other Public Department altho he may Say he is not employed in the Service after a certain period being elapsed to comes and get near 40,000 Rs. and goes away and again he comes and rises a dispute with Pooneyakoty with an the suport of Catwall and Rungah and demands the profit of the Dept. Pooneykooty draws an account against him of several sums paid on his account of near 50,000 Rs. which sum with Interest added would amount to near 90,000 Rs. and from this only 15,000 is repaid or a Bond given to pay on account for in the insuing profits of the Provision, Grain and other Public Depart. under Pooneykooty's management It is true you wanted them to Settle and it was may ardent wish to have dono to far which purpose I endeavoured my utmost but

not of having any more Shares in a Public Department however it has done to in Catwalls Cowroy in Presence of Karpas and others it seem as they say by your direction you are aware of the ill treatment I received from Trevangadum yet you seem to take very little notice and allow him to remain as a Sharer in the Public Depart. I have only to add further in this subject the personal abuse I have received from him is such that I cannot put up with it nor will I ever forgive, at a l'event it has complied with T. Wishes he will go to his Country or to Jaulna and return after two or three years to take an account of profit that has derived of a Public Department and those that have the most trouble and working in it have no Benefit. your expression to me yesterday that you given me 200 Rs. I most truly confess that it is so, by these expression makes me understand that I am to have nothing more, true, nor I ought to have any, but while I see a person who gets 100 Rs. from you Can desire the profit and share with a nother that every two or three years come from his Country and demands the profit of his Shares which amounts to no less than 35 to 40,000 Rs. I dont see the reason why I should not at l'rst demand what actually promised to me. My long Services in Camp of allmost 13 years have been very pernicious to my own enterests and have only to beg you will order to Pay me the promises these sharer's has made to me, and I shall at sametime beg you will grant me have a Character of the Services I had rendered to the Employment in which I have been you might think me to be very troublesome, but you may really think Sir with your Candid Consideration that I am not so and I have only stated in this letter which is just and true, my wishes of leaving you is not for any malecious Idea which you can rest asuro that I am far from any such thoughts to the Contrary I shall defend any thing against you and the Department, but my earnest wishes of leaving the Service is that I have never found a day that the Department is tranquil and while there exists Sharers the evil is encreasing particularly while that Fellow Trevangadum remains it. I have many other unpleasant Circumstances of this Trevengadum that I might herein notice to you but as you are near aware most of them I need not make my letter longer on the Subject. Yesterday I have written to my friends at Bhay. to take me in their Concern from August ensuing which I have every hopes of Succeeding and the poor Condition I am in would not look well to enter in a Firm and should I get the sum promissed to me I have no doubt I shall do very well at Bombay.

I have gone to far with my letter and have only to beg Sir your pardon for thus oceeping your memory and have to beg you will grant my request and by to doing you will ever Oblige.

Your most Obedient,  
and ever very humble Servant.  
(Signed) J. D. SOUZA,

( T. )

*Jaulnah 17th May 1815.*

SIR,

It has become necessary for me to put you into recollection respecting my address to you dated 2d Ultimo and the promise you made to me, now as the monsoon is approaching very near, and if I was to detain any longer it would be impossible for me to proceed to Bombay untill the Rain be over and it might perhaps put me into some very great inconvenience and therefore most earnestly I beg you will cause the amount to be paid to me which is very trifling in comparison to the Shares in the Settlement of their account of Grain and Provision and other public Departments they have admitted already.

This morning I have been insulted by Trevengadam in my own Tent and at several other times that I had been thus ill treated I have had no redress by Stating to you, I mentioned in my letter of the 6th that I annex you in my letter of the 6th Ultimo that the personal abuses I have received from him are were such that I could not put up with it, nor will I ever forgive, for several times I had told Trevengadam not to come to my Tent; and to-day most abruptly entered the tent while I was at my Breakfast and said what I meant to have given the Namals of Parvaree Cast I said to him to go away that I had orders to send a Doolie to Badapoor which I have executed to which he broke open at me Saying I thought my self very great man and that he would soon shew to me I was obliged to take him by hand and push out of my Tent. I beg you will therefore have the goodness to grant my discharge from this day and direct the payment of the promised sum to me that I may get read of some dangerous Circumstances that might rise hereafter in consequence of the insults I am always receiving from Trevengadam. I have made out all the Bills and finishing the account Current of Cash for last month which I shall have the pleasure to Deliver you this evening and remain as ever.

Your most Obedient  
and very humble Servant.  
J. D. S.

( V. )

JOSEPH,

I send you a Government Order about our accounts. You must off to me the day you receive this letter the Bills that are ready or at furthest the day after you receive this letter; you must make Pooniakoty set up all night to make out the Bills if necessary for I must have them on the 20th.

Tell Pooniakoty to have Major Mahorey's house white washed particularly the Ceiling.

Send me all the Bills you can so as to reach me by the 20th. You must send them off by the 17th.

I do not want the returns.

Bombay 13th.

Yours obedient,  
T. C. HARRIS,

25

( W. )

*Bombay 7th January.*

**JOSEPH,**

On order is issued to have our accounts given in by the 20th of each Month you must therefore get them ready *immediately*. Tell Pooniakoty to give in his accounts as soon as possible. Send for him as soon as you receive this and get them ready by the 15th Inst.

I am very angry with Pooniakoty for the lies he told me about the Tant Puttee. He told me he sent it off three days before I left Serour and I do not believe he has sent it off yet. If he is at Poona, write to him and tell him it is my orders to return to Serour directly and give in the accounts. Write by return of Post.  
Yours obed.

**T. C. HARRIS,**

( Z. )

*Scroor 18th Feb. 1814.*

**SIR,**

Please order to pay to Capt. Whish rupees two thousand four hundred and fifty on account of my estimates.

Rs. 2450

I am

Sir

Yours obediently.

**T. C. HARRIS.**

*Asst. Com. Gen.*

Received

**R. WHISH**

**LIEUT. JAMES,**

*Deputy Paymaster*

**POONA.**

( A. C. )

*Bombay 13th October 1815.*

**DEAR CORNELIO,**

I hope you are doing well, We are all well thank God. All your family are also well. I expect you will be very soon at Bombay, if you have not already left Camp I request you will tell our friends Egan Colman and Fox that I have deposed that there was only 5 days Mutton Issued to the Europeans of H. M. 56 Regt. in the month of February last or there about and none or about two or three days in the month of March, and pointed the names of the above persons who can Substantiate it, Fox by his book or recollection so can Colman and Egan who attended the issue, I have not the list doubt that Pooniakoty will try to corroborate my Evidence who is already convicted and in consequence he is in the Custody with my evidence on this, and on Several other Charges which have found thro my

papers seized by Government on the false charge preferred against me by my Enemy so well known, I request you will inform the above persons with my Consent to put them on their guard before they be examined that they may answer accordingly which is the real fact the Europeans of H. M. 56th refused taken mutton in preference of Beef for they could not get good mutton the meat been bluish of course worse than dogs meat for which complaints, had made by them. I request you will inform them of this and be careful yourself to recollect that the merchant Bills as vouchers are made in the Office of Commissariat by you as they are under your and Miguels hand writing and that some of them are Signed or mark of different persons made by Poonykooty on the day, or a day before the accounts are dispatched to Bombay, that there was no man by the name Nursoo as mutton Butcher who supplied Sheep and that those Bills for Beef and mutton are fictitious and were made in the Office by you and by the desire of Poonykooty that some of them are Signed by Baboo Raw by order of Poonykooty in your presence and it was in consequence of the Marathi names which P. could not write, you must be very careful and tell the rest of our friends to be so as it will be all under Oath, Major Baker arrived here yesterday and will proceed to take charge of the commissariat without delay in Deekan, Egan & you will by order of Government be fixed in that Dept. Col. Smith have written to Mr. Elphinstone that no Cattle or grain can be procured in Camp if P. is not there I said that if Govt. require as many Bullocks as they wish to employ and as much grain as they wanted that there is a Head contractor Meerangany that would furnish as many as they may want till this to Meerangany and tell him that to keep my word should they inquire of him to do so Col. H. is no more to be employed in that or any Dept. and that P. no more will go to Camp, I have spoken to Capt. Dyson to recommend Meerangany to Major Baker, and beside Capt. Mayo is his friend. If Moidoon is not employed send him to Bombay directly and Miguel to whom I hope you have already dispatched as I requested of you before. I shall write you tomorrow but mind be careful to explain every thing to the persons all I have said If Fox has any Book or Colman of the daily Issue If Mutton or Beef they must bring it with them or they must recollect by enquiring the Sergeants of each Company & be quit sure before they come to Bombay. I don't request you any thing more but I expect you will do every thing I have here in mentioned. Tell Fox and Colman If any person enquiry if they they know why are called don't satisfy them nor say that have heard from me.

Yours truly  
J. DE SOUZA,

P. S. It will be necessary for you call Satoo the Beef Butcher and tell him that I have given under Oath as he said to me that Poonykooty had taken 48 pounds of Beef from him and beside one unna upon every Rs. deducted from him and that he is the Old Butcher who always supplied meat to the Commissariat of our force Also to Shanay boy the mutton Butcher and Beeca and tell them that I have stated that the former is an Old mutton Butcher to the force since Gen Wellesly time and that he supplies mutton to the force and in the Month of Feb. and March last only 5 days was issued mutton and no more and that he had complained to me

about it, if think to suport Col. Harris or Poonykooty he is rong for neither of them are to be returned to Camp and Major Baker is going and if they say the truth they will be recommended to Major Baker and not otherwise be very carefull how you explain to them that you may not be taken in some words and be as cautious as you can and how you explain to them. I think you are strongly comprehended all I have stated and expect you will do all I have requested of you.

( A. D. )

*Bombay 3d Nov. 1815.*

DEAR CORNELIO,

I have nothing new to inform you but that I understand Poonykooty will start today to Seroor he will try as much as he can to contradict my Evidence which is that his entire object, but I have great trust on you Egan Frank and others that will remain constant to me. I wrote you what Maclin told me that neither you or any person whatever are not to tell Grant or Poonykooty whatever they wishes to inquire of you or them and to give an answer that you or them do not wish to satisfy them and that all; I have not the list doubt that you and my friends would not wish me bad tell them so Poonykooty will catch words if he can but mind to be as careful as you can; give my Salam to all friends and believe me to be.

Yours truly.

J. DE SOUZA,

P. S. All I writes you; you should take care never to keep my letter only keep in mind and tell our friends what I have said and never Show the letter.

P. S. Should Lieut. Snotgrass inquire of you any thing you may say which is the truth same I have done.

( A. E. )

*Bombay 1st Nov, 1815.*

DEAR CORNELIO,

I wrote you yesterday and this will serve you to keep in guard. Poonykooty and Grant I suppose leaves this for Seroor, I have to tell you that Maclin the Advocate General told me to tell you that it is at your option to give your evidence or not to Grant but the best will be you to say that you would not satisfy him in any question that you may not come under any perjury and I recomend you strongly as well as to Frank and Egan to do the same he (Grant) cannot force any of you to give your evidences or declare any thing unless you may chose, and I most positively recomend you to follow Maclin's advice for fear of yourself. I shall write you tomorrow not been able to say much to day Coleman arrived here and he is under examination today by Government to know how many days molton and how many days Beef were issued. Bonaparte was defeated at Brussels and he had no other remedy but

runaway finding that he could not escape from the English War ship he throw himself, on Board of Belliophon 74 Captain Maitland who immediately took him to Scotland as state prisoner on Fort George Nuy and Murat are also his companion and maney others. All well.

Yours truly

J. D. SOUZA.

P. S. Give my Salam to Egan, Frenk and Murangany.

( A. F. )

*Bombay 8th October 1815.*

DEAR CORNELIO,

I hope you well as we are at Bombay and all your family are well. This will serve to inform you that Poonykooty arrived in Bombay on the 5th and on the 6th he was taken presioner and put in Custody at the Police office where he remained that night and next day after been examined was relised Mr. Woodhouse standing Security for his appearance he has declared to Mr. Macline and Goodwin that he and Trevengadum were partners and, that Col. Harris was acquainted of it and in maney instances I was boged by Col. H. to settle the accounts existing between him and Travengadum, and that I had said to Col. Harris that Tris was a bad man and that there Should be no Shares in the Public Dept. now every thing going against Col. H. he the Col. will never go to the Commissareate any more and now I have to request you will on the receipt of this inform me every thing that is goin on there write daily, you will be Called as an evidence as well as, Egan, George Houston, F. Houston Qur. Mr. Sergt. Fox and Sergt. Major Colman to -give evidences about the Frosh meat issued to the Europeans I said that in the month of February and March there was only throe or 4 days issued Motton the rest was all Boof and the Europeans like Boef in preference of bad motton issued to them, and tell Egan to be carefull and that they will try to bribe Them I mean E. Fox or Colman and them they well put them in trouble and they therefore Should not say but exactly what I have said which is the truth and always can be proved and hope they will be very carefull in not felling in some bad trouble you know what I mean to not be bribed I wish you will tell them and be carefull not to say that I have written you about it but say that you have heard from Bombay, you will be enquired if the Merchant Bills are made in the office, I said they were made in the office a day or two before the accounts of the commissareate were dispatched to Bombay and that Poonykooty, signed them under differnt persons names which is the truth and. I hope you will say the same as they are all under yr. hand writing, and, George Huston also will say that they were made in the office and Signed by Poonykooty under difforent persons names the Account I drew from The Pay Office I always pd. to Poonykooty who was a writter and Cashkeeper, and receiv. 100 Rs. pay pr. month you was pd. in the Field only and the field Establishment were desided (560 Rs.) viz. 200 Rs. to me 100 Rs. to John de Souza 100 Rs. to Poonykooty, 100 Rs. to Naran and 60 for Office Papers &c. Egan must keep a memorandum as near as poss

sible how maney days issued motton and have maney days Beef  
 Sence the 56th is in the Deecan I said that Poonykooty had the  
 charge of the Store and whole of Dept. and not Egan that Egan  
 knows of the letter I wrote to Col. Harris who corrected the  
 the Gramatic and Speling of the letter dated 6th April Egan also  
 seen the Statement of the Profit I gave Col. H. you must be very  
 carefull. If you can get Miguel to come to Bombay pay him 50  
 Rs. which you can take from our friend Frenk Huston Show this  
 letter to him and tell him to keep in Secret I Shall write to you  
 every two days if I have time but I wish you will write to me daily  
 Katwall and Karpia will also be called, and you Know that Kat-  
 well said to me that he settled the accounts of Poonykooty and  
 T. by order of Col. H. and that he would have not made any such  
 settlement if Col. H. would have not desired him to do so  
 give my salam to Meerangany and tell him that I have said the P.  
 only allowed 10 sparo Bullocks instead of 16 and that he barafled  
 the rest and tell him that he may be assured neither Col. H. nor  
 P. will any more go to that or any Camp, and Bullok people ought  
 to be very glad no Potty mastrees Pay have given to Bullick people  
 which they always secure allowed, tell the whole of this to mecran-  
 gany and say I have writton you to do so adiw.

Yours truly,  
 J. DE SOUZA,

( A. G. )

### MY DEAR CORNELIO

Inexplicable were my wishes on the receipt of your letter Yes-  
 terday enclosing the Ring for me now I beg you my Dear Cor-  
 nelio you will get one very fine made and as quick you can of  
 7 Voltas, you sent me one of 5 Voltas but I want them to be of 7  
 Voltas and of the same size which I must beg you will not loose  
 a moment's time in sending me the other Ring just feet to the Finger  
 of the person I wanted *Oh Deus que Gloria foy a Minha de poder  
 achar huma belleza tao bella.*

I must secondly beg you my Dear Cornelio to write me all the  
 news of Hurry whom I understand was floged again at Poona.  
 Pray also write me what rumours going against us there. You  
 must write me particularly every thing as Harris's business is going  
 on very badly here. Major Baker went off to Poona this morning at  
 six o'Clock. I think there will be great alterations in the Commis-  
 sariate Department. Pray tell Murangany that Poonyakooty is to  
 be sent to the Goal this day by express order from Government.  
 He was confined since last Tuesday. I hope and trust that what-  
 ever my Brother Joe has written you, will not fail in complying  
 and explaining to all the people, one of the Lawyer is going to  
 Seroor to try and get evidences against us. You must try and con-  
 vince those people before he reaches Seroor, upon his arrival I  
 request you will write me all the events that take places respecting  
 the investigation he intents to make. Pray write me all the news  
 you can every day and do not disapoint either one day informing  
 us. I have written to Frenck about sending me a memorandum  
 of stage of the emcompt, of our force while in the field. Pray be

as careful you can and do not miss a day in writting us. Pray send me the Ring as Quick you can and do not disapoint me at all. Pray have you sold my Horse yet, and also let me know about the Buggy and Piano Fort what you done. Adieu till tomorrow when I shall write ynu more.

You ever affect.

L. FERNANDES.

BOMBAY,  
20th Oct. 1815.



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